
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2013

Commission File Number: 001-33401

CINEMARK HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

20-5490327
(I.R.S. Employer
Identification No.)

**3900 Dallas Parkway
Suite 500
Plano, Texas**
(Address of principal executive offices)

75093
(Zip Code)

Registrant's telephone number, including area code: (972) 665-1000

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 31, 2013, 115,335,511 shares of common stock were issued and outstanding.

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Cautionary Statement Regarding Forward-Looking Statements

Certain matters within this Quarterly Report on Form 10Q include “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The “forward-looking statements” may include our current expectations, assumptions, estimates and projections about our business and our industry. They may include statements relating to future revenues, expenses and profitability, the future development and expected growth of our business, projected capital expenditures, attendance at movies generally or in any of the markets in which we operate, the number or diversity of popular movies released and our ability to successfully license and exhibit popular films, national and international growth in our industry, competition from other exhibitors and alternative forms of entertainment and determinations in lawsuits in which we are defendants. Forward-looking statements can be identified by the use of words such as “may,” “should,” “could,” “estimates,” “predicts,” “potential,” “continue,” “anticipates,” “believes,” “plans,” “expects,” “future” and “intends” and similar expressions. Forward-looking statements may involve known and unknown risks, uncertainties and other factors that may cause the actual results or performance to differ from those projected in the forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control and difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. For a description of the risk factors, please review the “Risk Factors” section or other sections in the Company’s Annual Report on Form 10-K filed February 28, 2013 and quarterly reports on Form 10-Q, filed with the Securities and Exchange Commission. All forward-looking statements are expressly qualified in their entirety by such risk factors. We undertake no obligation, other than as required by law, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

**CINEMARK HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data, unaudited)**

| | September 30, 2013 | December 31, 2012 |
|--|-----------------------|----------------------|
| Assets | | |
| Current assets | | |
| Cash and cash equivalents | \$ 479,779 | \$ 742,664 |
| Inventories | 12,324 | 12,571 |
| Accounts receivable | 75,335 | 57,122 |
| Current income tax receivable | 1,536 | 7,129 |
| Current deferred tax asset | 16,908 | 14,397 |
| Prepaid expenses and other | 14,578 | 11,278 |
| Total current assets | 600,460 | 845,161 |
| Theatre properties and equipment | 2,476,990 | 2,284,129 |
| Less accumulated depreciation and amortization | 1,059,967 | 979,171 |
| Theatre properties and equipment, net | 1,417,023 | 1,304,958 |
| Other assets | | |
| Goodwill | 1,328,842 | 1,150,811 |
| Intangible assets - net | 368,972 | 330,741 |
| Investment in NCM | 179,415 | 78,123 |
| Investment in DCIP | 34,924 | 23,012 |
| Investment in marketable securities - RealD | 8,559 | 13,707 |
| Investments in and advances to affiliates | 4,199 | 1,482 |
| Long-term deferred tax asset | 12,987 | 13,187 |
| Deferred charges and other assets - net | 127,517 | 102,044 |
| Total other assets | 2,065,415 | 1,713,107 |
| Total assets | \$ 4,082,898 | \$ 3,863,226 |
| Liabilities and equity | | |
| Current liabilities | | |
| Current portion of long-term debt | \$ 9,014 | \$ 9,546 |
| Current portion of capital lease obligations | 14,173 | 11,064 |
| Current income tax payable | 19,079 | 8,891 |
| Current liability for uncertain tax positions | — | 14,900 |
| Accounts payable and accrued expenses | 283,010 | 293,803 |
| Total current liabilities | 325,276 | 338,204 |
| Long-term liabilities | | |
| Long-term debt, less current portion | 1,817,750 | 1,754,464 |
| Capital lease obligations, less current portion | 207,914 | 139,107 |
| Long-term deferred tax liability | 145,712 | 177,960 |
| Long-term liability for uncertain tax positions | 19,752 | 19,575 |
| Deferred lease expenses | 42,257 | 38,297 |
| Deferred revenue - NCM | 336,096 | 241,305 |
| Other long-term liabilities | 78,034 | 59,330 |
| Total long-term liabilities | 2,647,515 | 2,430,038 |
| Commitments and contingencies (see Note 20) | | |
| Equity | | |
| Cinemark Holdings, Inc.'s stockholders' equity: | | |
| Common stock, \$0.001 par value: 300,000,000 shares authorized, 119,026,467 shares issued and 115,332,338 shares outstanding at September 30, 2013 and 118,502,752 shares issued and 114,949,667 shares outstanding at December 31, 2012 | 119 | 118 |
| Additional paid-in-capital | 1,073,330 | 1,064,016 |
| Treasury stock, 3,694,129 and 3,553,085 shares, at cost, at September 30, 2013 and December 31, 2012, respectively | (51,946) | (48,482) |
| Retained earnings | 161,324 | 106,111 |
| Accumulated other comprehensive loss | (83,517) | (37,698) |
| Total Cinemark Holdings, Inc.'s stockholders' equity | 1,099,310 | 1,084,065 |
| Noncontrolling interests | 10,797 | 10,919 |
| Total equity | 1,110,107 | 1,094,984 |
| Total liabilities and equity | \$ 4,082,898 | \$ 3,863,226 |

The accompanying notes are an integral part of the condensed consolidated financial statements.

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CINEMARK HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data, unaudited)

| | Three months ended September 30, 2013 | 2012 | Nine months ended September 30, 2013 | 2012 |
|---|--|------------------|---|-------------------|
| Revenues | | | | |
| Admissions | \$ 479,631 | \$ 402,440 | \$ 1,293,528 | \$ 1,194,306 |
| Concession | 242,257 | 200,112 | 643,399 | 581,346 |
| Other | 35,678 | 31,021 | 94,034 | 86,345 |
| Total revenues | 757,566 | 633,573 | 2,030,961 | 1,861,997 |
| Cost of operations | | | | |
| Film rentals and advertising | 254,792 | 214,002 | 692,219 | 636,718 |
| Concession supplies | 38,971 | 32,924 | 103,992 | 93,162 |
| Salaries and wages | 73,267 | 63,707 | 198,821 | 184,548 |
| Facility lease expense | 85,085 | 72,883 | 230,827 | 213,059 |
| Utilities and other | 84,723 | 74,336 | 229,835 | 210,419 |
| General and administrative expenses | 42,395 | 36,996 | 120,720 | 107,011 |
| Depreciation and amortization | 42,399 | 36,897 | 120,165 | 110,054 |
| Impairment of long-lived assets | 131 | 976 | 2,076 | 1,472 |
| (Gain) loss on sale of assets and other | 611 | 6,699 | (2,532) | 8,004 |
| Total cost of operations | 622,374 | 539,420 | 1,696,123 | 1,564,447 |
| Operating income | 135,192 | 94,153 | 334,838 | 297,550 |
| Other income (expense) | | | | |
| Interest expense | (29,478) | (30,861) | (96,542) | (94,369) |
| Interest income | 1,569 | 1,396 | 2,966 | 3,656 |
| Foreign currency exchange gain (loss) | (507) | 1,215 | (847) | 1,662 |
| Loss on early retirement of debt | — | — | (72,302) | — |
| Distributions from NCM | 5,622 | 4,673 | 13,418 | 13,090 |
| Equity in income of affiliates | 11,733 | 6,844 | 15,839 | 9,622 |
| Total other expense | (11,061) | (16,733) | (137,468) | (66,339) |
| Income before income taxes | 124,131 | 77,420 | 197,370 | 231,211 |
| Income taxes | 43,386 | 29,453 | 62,726 | 88,229 |
| Net income | \$ 80,745 | \$ 47,967 | \$ 134,644 | \$ 142,982 |
| Less: Net income attributable to noncontrolling interests | 726 | 582 | 1,766 | 1,855 |
| Net income attributable to Cinemark Holdings, Inc. | <u>\$ 80,019</u> | <u>\$ 47,385</u> | <u>\$ 132,878</u> | <u>\$ 141,127</u> |
| Weighted average shares outstanding | | | | |
| Basic | 114,050 | 113,355 | 113,836 | 113,161 |
| Diluted | 114,449 | 113,814 | 114,291 | 113,664 |
| Earnings per share attributable to Cinemark Holdings, Inc.'s common stockholders | | | | |
| Basic | <u>\$ 0.69</u> | <u>\$ 0.41</u> | <u>\$ 1.15</u> | <u>\$ 1.23</u> |
| Diluted | <u>\$ 0.69</u> | <u>\$ 0.41</u> | <u>\$ 1.15</u> | <u>\$ 1.23</u> |
| Dividends declared per common share | <u>\$ 0.25</u> | <u>\$ 0.21</u> | <u>\$ 0.67</u> | <u>\$ 0.63</u> |

The accompanying notes are an integral part of the condensed consolidated financial statements.

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CINEMARK HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands, unaudited)

| | Three months ended September 30, | | Nine months ended September 30, | |
|--|-------------------------------------|-----------------|------------------------------------|------------------|
| | 2013 | 2012 | 2013 | 2012 |
| Net income | \$ 80,745 | \$47,967 | \$134,644 | \$142,982 |
| Other comprehensive income (loss), net of tax | | | | |
| Unrealized gain (loss) due to fair value adjustments on interest rate swap agreements, net of taxes of \$70, \$48, \$1,461 and \$72 | 115 | (79) | 2,481 | (35) |
| Unrealized gain (loss) due to fair value adjustments on available-for-sale securities, net of taxes of \$3,181, \$2,760, \$1,933 and \$459 | (5,256) | (4,601) | (3,215) | 764 |
| Amortization of accumulated other comprehensive loss on terminated interest rate swap agreement | — | 494 | — | 2,470 |
| Other comprehensive income in equity method investments | 1,776 | — | 3,454 | — |
| Foreign currency translation adjustments | (9,518) | 7,354 | (48,759) | (16,086) |
| Total other comprehensive income (loss), net of tax | (12,883) | 3,168 | (46,039) | (12,887) |
| Total comprehensive income, net of tax | 67,862 | 51,135 | 88,605 | 130,095 |
| Comprehensive income attributable to noncontrolling interests | (621) | (593) | (1,546) | (1,673) |
| Comprehensive income attributable to Cinemark Holdings, Inc. | \$ 67,241 | \$50,542 | \$ 87,059 | \$128,422 |

The accompanying notes are an integral part of the condensed consolidated financial statements.

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CINEMARK HOLDINGS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

| | Nine months ended September 30, 2013 | | 2012 |
|---|--|-------------------|------|
| Operating activities | | | |
| Net income | \$ 134,644 | \$ 142,982 | |
| Adjustments to reconcile net income to cash provided by operating activities: | | | |
| Depreciation | 117,195 | 106,838 | |
| Amortization of intangible and other assets and favorable/unfavorable leases | 2,970 | 3,216 | |
| Amortization of long-term prepaid rents | 2,104 | 1,988 | |
| Amortization of debt issue costs | 4,165 | 3,575 | |
| Amortization of deferred revenues, deferred lease incentives and other | (8,478) | (6,890) | |
| Amortization of accumulated other comprehensive loss related to terminated interest rate swap agreement | — | 2,470 | |
| Fair value change in interest rate swap agreements not designated as hedges | — | (761) | |
| Amortization of bond discount | 482 | 692 | |
| Impairment of long-lived assets | 2,076 | 1,472 | |
| Share based awards compensation expense | 10,346 | 10,165 | |
| (Gain) loss on sale of assets and other | (2,532) | 8,004 | |
| Write-off of unamortized debt discount and debt issue costs related to early retirement of debt | 15,688 | — | |
| Deferred lease expenses | 4,038 | 3,327 | |
| Deferred income tax expenses | (34,087) | 6,935 | |
| Equity in income of affiliates | (15,839) | (9,622) | |
| Interest paid on redemption of senior notes | (8,054) | — | |
| Distributions from equity investees | 7,645 | 4,563 | |
| Changes in assets and liabilities | <u>(53,870)</u> | <u>(4,779)</u> | |
| Net cash provided by operating activities | 178,493 | 274,175 | |
| Investing activities | | | |
| Additions to theatre properties and equipment | (159,488) | (146,527) | |
| Proceeds from sale of theatre properties and equipment | 29,880 | 737 | |
| Acquisitions of theatres in U.S., net of cash acquired | (259,247) | (14,080) | |
| Investment in DCIP and other | <u>(5,080)</u> | <u>(1,375)</u> | |
| Net cash used for investing activities | (393,935) | (161,245) | |
| Financing activities | | | |
| Proceeds from stock option exercises | 58 | 4 | |
| Payroll taxes paid as a result of restricted stock withholdings | (3,464) | (3,263) | |
| Dividends paid to stockholders | (77,191) | (72,236) | |
| Issuance of senior notes | 530,000 | — | |
| Other short-term borrowings | 1,473 | — | |
| Redemption of senior notes | (461,946) | — | |
| Repayments of long-term debt | (7,060) | (9,051) | |
| Payment of debt issue costs | (9,328) | — | |
| Payments on capital leases | (8,480) | (6,958) | |
| Purchase of noncontrolling interest share of Adamark S.A., a Brazilian subsidiary | (5,621) | — | |
| Other | <u>2,861</u> | <u>39</u> | |
| Net cash used for financing activities | (38,698) | (91,465) | |
| Effect of exchange rate changes on cash and cash equivalents | | | |
| Increase (decrease) in cash and cash equivalents | <u>(8,745)</u> | <u>(2,114)</u> | |
| Cash and cash equivalents: | | | |
| Beginning of period | <u>742,664</u> | <u>521,408</u> | |
| End of period | <u>\$ 479,779</u> | <u>\$ 540,759</u> | |

Supplemental information (see Note 17)

The accompanying notes are an integral part of the condensed consolidated financial statements.

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CINEMARK HOLDINGS, INC. AND SUBSIDIARIES NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS In thousands, except share and per share data

1. The Company and Basis of Presentation

Cinemark Holdings, Inc. and subsidiaries (the “Company”) is a leader in the motion picture exhibition industry, with theatres in the United States (“U.S.”), Brazil, Mexico, Argentina, Chile, Colombia, Peru, Ecuador, Honduras, El Salvador, Nicaragua, Costa Rica, Panama and Guatemala. The Company also managed additional theatres in the U.S., Brazil, and Colombia during the nine months ended September 30, 2013.

The accompanying condensed consolidated balance sheet as of December 31, 2012, which was derived from audited financial statements, and the unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information and in accordance with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete consolidated financial statements. In the opinion of management, all adjustments, consisting of normal recurring adjustments, considered necessary for a fair presentation have been included. The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from these estimates. Majority-owned subsidiaries that the Company has control of are consolidated while those affiliates of which the Company owns between 20% and 50% and does not control are accounted for under the equity method. Those affiliates of which the Company owns less than 20% are generally accounted for under the cost method, unless the Company is deemed to have the ability to exercise significant influence over the affiliate, in which case the Company would account for its investment under the equity method. The results of these subsidiaries and affiliates are included in the condensed consolidated financial statements effective with their formation or from their dates of acquisition. Intercompany balances and transactions are eliminated in consolidation.

These condensed consolidated financial statements should be read in conjunction with the audited annual consolidated financial statements and the notes thereto for the year ended December 31, 2012, included in the Annual Report on Form 10-K filed February 28, 2013 by the Company under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Operating results for the nine months ended September 30, 2013 are not necessarily indicative of the results to be achieved for the full year.

2. New Accounting Pronouncements

In July 2012, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2012-02, *Testing Indefinite-Lived Intangible Assets for Impairment, an amendment to FASB ASC Topic 350, Intangibles - Goodwill and Other* (“ASU 2012-02”). The update provides an entity with the option first to assess qualitative factors in determining whether it is more likely than not that the indefinite-lived intangible asset is impaired. After assessing the qualitative factors, if an entity determines that it is not more likely than not that the indefinite-lived intangible asset is impaired, the entity is not required to take further action. If an entity concludes otherwise, then it is required to determine the fair value of the indefinite-lived intangible asset and perform the quantitative impairment test. ASU 2012-02 is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012. Early adoption was permitted. The adoption of ASU 2012-02 did not have a significant impact on our condensed consolidated financial statements.

During February 2013, the FASB issued ASU 2013-02, *Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income* (“ASU 2013-02”). ASU 2013-02 amended existing guidance by requiring additional disclosure either on the face of the income statement or in the notes to the financial statements of significant amounts reclassified out of accumulated other comprehensive income. ASU 2013-02 requires prospective adoption and affects financial statement disclosures only. For public entities, the new disclosure requirements are effective for fiscal years, and interim periods within those years, beginning after December 15, 2012. The adoption of ASU 2013-02 did not have a significant impact on our condensed consolidated financial statements. See Note 12 for changes in accumulated other comprehensive loss, including amounts reclassified out of accumulated other comprehensive loss, for the three and nine months ended September 30, 2013 and 2012.

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CINEMARK HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
In thousands, except share and per share data

3. Earnings Per Share

The Company considers its unvested restricted stock awards, which contain non-forfeitable rights to dividends, participating securities, and includes such participating securities in its computation of earnings per share pursuant to the two-class method. Basic earnings per share for the two classes of stock (common stock and unvested restricted stock) is calculated by dividing net income by the weighted average number of shares of common stock and unvested restricted stock outstanding during the reporting period. Diluted earnings per share is calculated using the weighted average number of shares of common stock plus the potentially dilutive effect of common equivalent shares outstanding determined under both the two class method and the treasury stock method.

The following table presents computations of basic and diluted earnings per share under the two-class method:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|--|-------------------------------------|------------------|------------------------------------|------------------|
| | 2013 | 2012 | 2013 | 2012 |
| Numerator: | | | | |
| Net income attributable to Cinemark Holdings, Inc. | \$ 80,019 | \$ 47,385 | \$132,878 | \$141,127 |
| Earnings allocated to participating share-based awards (1) | (880) | (630) | (1,367) | (1,674) |
| Net income attributable to common stockholders | <u>\$ 79,139</u> | <u>\$ 46,755</u> | <u>\$131,511</u> | <u>\$139,453</u> |
| Denominator (shares in thousands): | | | | |
| Basic weighted average common stock outstanding | 114,050 | 113,355 | 113,836 | 113,161 |
| Common equivalent shares for stock options | 8 | 40 | 9 | 39 |
| Common equivalent shares for restricted stock units | 391 | 419 | 446 | 464 |
| Diluted | <u>114,449</u> | <u>113,814</u> | <u>114,291</u> | <u>113,664</u> |
| Basic earnings per share attributable to common stockholders | <u>\$ 0.69</u> | <u>\$ 0.41</u> | <u>\$ 1.15</u> | <u>\$ 1.23</u> |
| Diluted earnings per share attributable to common stockholders | <u>\$ 0.69</u> | <u>\$ 0.41</u> | <u>\$ 1.15</u> | <u>\$ 1.23</u> |

(1) For the three months ended September 30, 2013 and 2012, a weighted average of approximately 1,272 and 1,535 shares of unvested restricted stock, respectively, were considered participating securities. For the nine months ended September 30, 2013 and 2012, a weighted average of approximately 1,191 and 1,364 shares of unvested restricted stock, respectively, were considered participating securities.

4. Income Taxes

During the nine months ended September 30, 2013, the Company recorded income tax expense of approximately \$62,726, which resulted in a tax rate of approximately 31.8%. The effective tax rate reflects the impact of items related to the Company's Mexico subsidiaries.

5. Long-Term Debt Activity

Issuance of 4.875% Senior Notes Due 2023

On May 24, 2013, Cinemark USA, Inc. issued \$530,000 aggregate principal amount of 4.875% senior notes due 2023, at par value (the "4.875% Senior Notes"). Proceeds, after payment of fees, were used to finance a redemption of the 8.625% Senior Notes due 2019 discussed below. Interest on the 4.875% Senior Notes is payable on June 1 and December 1 of each year, beginning December 1, 2013. The 4.875% Senior Notes mature on June 1, 2023. The Company incurred debt issue costs of approximately \$8,258 in connection with the issuance.

The 4.875% Senior Notes are fully and unconditionally guaranteed on a joint and several senior unsecured basis by certain of Cinemark USA, Inc.'s subsidiaries that guarantee, assume or become liable with respect to any of Cinemark USA, Inc.'s or a guarantor's debt. The 4.875% Senior Notes and the guarantees are senior unsecured obligations and rank equally in right of payment with all of Cinemark USA, Inc.'s and its guarantor's existing and future senior debt and senior in right of payment to all of Cinemark USA, Inc.'s and its guarantors' existing and future senior subordinated debt. The 4.875% Senior Notes and the guarantees are effectively subordinated to all of Cinemark

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CINEMARK HOLDINGS, INC. AND SUBSIDIARIES NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

In thousands, except share and per share data

USA, Inc.'s and its guarantor's existing and future secured debt to the extent of the value of the collateral securing such debt, including all borrowings under Cinemark USA, Inc.'s amended senior secured credit facility. The 4.875% Senior Notes and the guarantees are structurally subordinated to all existing and future debt and other liabilities of Cinemark USA, Inc.'s subsidiaries that do not guarantee the 4.875% Senior Notes.

The indenture to the 4.875% Senior Notes contains covenants that limit, among other things, the ability of Cinemark USA, Inc. and certain of its subsidiaries to (1) make investments or other restricted payments, including paying dividends, making other distributions or repurchasing subordinated debt or equity, (2) incur additional indebtedness and issue preferred stock, (3) enter into transactions with affiliates, (4) enter new lines of business, (5) merge or consolidate with, or sell all or substantially all of its assets to, another person and (6) create liens. Upon a change of control, as defined in the indenture, the Company would be required to make an offer to repurchase the 4.875% Senior Notes at a price equal to 101% of the aggregate principal amount outstanding plus accrued and unpaid interest, if any, through the date of repurchase. The indenture governing the 4.875% Senior Notes allows Cinemark USA, Inc. to incur additional indebtedness if we satisfy the coverage ratio specified in the indenture, after giving effect to the incurrence of the additional indebtedness, and in certain other circumstances.

Prior to June 1, 2018, Cinemark USA, Inc. may redeem all or any part of the 4.875% Senior Notes at its option at 100% of the principal amount plus a make-whole premium plus accrued and unpaid interest on the 4.875% Senior Notes to the date of redemption. After June 1, 2018, Cinemark USA, Inc. may redeem the 4.875% Senior Notes in whole or in part at redemption prices specified in the indenture. In addition, prior to June 1, 2016, Cinemark USA, Inc. may redeem up to 35% of the aggregate principal amount of the 4.875% Senior Notes from the net proceeds of certain equity offerings at the redemption price set forth in the indenture.

On June 26, 2013, Cinemark USA, Inc. and its guarantor subsidiaries filed a registration statement with the Securities and Exchange Commission (the "Commission"), pursuant to which Cinemark USA, Inc. offered to exchange the 4.875% Senior Notes for substantially identical notes registered under the Securities Act of 1933, as amended, that do not contain terms restricting the transfer thereof or providing for registration rights. The registration statement was declared effective by the Commission on July 9, 2013. On August 7, 2013, Cinemark USA, Inc. completed the exchange of registered 4.875% Senior Notes for all of the outstanding 4.875% Senior Notes.

Redemption of 8.625% Senior Notes

On June 24, 2013, Cinemark USA, Inc. redeemed its \$470,000 8.625% senior notes at 112.035% of the principal amount, inclusive of a make-whole premium, plus accrued and unpaid interest, utilizing the proceeds from the issuance of the Cinemark USA, Inc. 4.875% Senior Notes discussed above. As a result of the redemption, the Company wrote-off approximately \$8,054 in unamortized bond discount and \$7,634 in unamortized debt issue costs, paid a make-whole premium of approximately \$56,564 and paid other fees of \$50, all of which are reflected in loss on early retirement of debt during the nine months ended September 30, 2013.

Amended Senior Secured Credit Facility

On December 18, 2012, Cinemark USA, Inc. amended and restated its senior secured credit facility to include a seven year \$700,000 term loan and a five year \$100,000 revolving credit line, (the "Amended Senior Secured Credit Facility"). The proceeds from the Amended Senior Secured Credit Facility, combined with a portion of the proceeds from the 5.125% Senior Notes discussed below, were used to refinance Cinemark USA, Inc.'s former senior secured credit facility. The term loan under the Amended Senior Secured Credit Facility matures in December 2019. The revolving credit line matures in December 2017. Quarterly principal payments in the amount of \$1,750 are due on the term loan through September 2019, with the remaining principal of \$652,750 due on December 18, 2019.

Issuance of 5.125% Senior Notes Due 2022

On December 18, 2012, Cinemark USA, Inc. issued \$400,000 aggregate principal amount of 5.125% senior notes due 2022, at par value (the "5.125% Senior Notes"). A portion of the proceeds were used to refinance a portion of the former senior secured credit facility and to fund the purchase price for the Rave Acquisition (see Note 6) and the remainder is expected to be used for general corporate purposes. Interest on the 5.125% Senior Notes is payable on June 15 and December 15 of each year. The 5.125% Senior Notes mature on December 15, 2022.

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Fair Value of Long-Term Debt

The Company estimates the fair value of its long-term debt primarily using quoted market prices, which fall under Level 2 of the U.S. GAAP fair value hierarchy as defined by FASB Accounting Standards Codification (“ASC”) Topic 820-10-35, *Fair Value Measurement*. The carrying value of the Company’s long-term debt was \$1,826,764 and \$1,764,010 as of September 30, 2013 and December 31, 2012, respectively. The fair value of the Company’s long-term debt was \$1,780,457 and \$1,851,246 as of September 30, 2013 and December 31, 2012, respectively.

6. Acquisitions and Dispositions

Acquisition of Rave Theatres

On May 29, 2013, the Company acquired 32 theatres with 483 screens from Rave Real Property Holdco, LLC and certain of its subsidiaries, Rave Cinemas, LLC and RC Processing, LLC (collectively “Rave”) in an asset purchase for approximately \$236,875 in cash plus the assumption of certain liabilities (the “Rave Acquisition”). The acquisition resulted in an expansion of the Company’s domestic theatre base into one new state and seven new markets. The transaction was subject to antitrust approval by the Department of Justice or Federal Trade Commission. The Department of Justice required the Company to agree to divest of three of the newly-acquired theatres, which occurred during August 2013 (see discussion below). The Company incurred approximately \$500 in transaction costs, which are reflected in general and administrative expenses on the condensed consolidated statements of income for the nine months ended September 30, 2013.

The transaction was accounted for by applying the acquisition method. The following table represents the fair value of the identifiable assets acquired and liabilities assumed as of the acquisition date:

| | |
|--|-------------------|
| Theatre properties and equipment | \$ 102,977 |
| Tradename | 25,000 |
| Favorable leases | 17,587 |
| Goodwill | 186,418 |
| Unfavorable leases | (30,718) |
| Deferred revenue | (6,634) |
| Capital lease liabilities | (61,651) |
| Other assets, net of other liabilities | 3,896 |
| Total | \$ 236,875 |

The weighted average amortization period for the intangible assets acquired was approximately 14 years as of the acquisition date. The goodwill is fully deductible for tax purposes.

The following unaudited pro forma information summarizes our results of operations as if the Rave Acquisition had occurred as of January 1, 2012:

| | Three Months Ended | | Nine Months Ended | |
|----------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | September 30, 2013 | September 30, 2012 | September 30, 2013 | September 30, 2012 |
| Total revenues | \$ 757,566 | \$ 694,771 | \$ 2,125,525 | \$ 2,042,253 |
| Income before income taxes | \$ 124,131 | \$ 85,791 | \$ 206,947 | \$ 253,833 |

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The Company acquired two additional theatres with 30 screens during April 2013 in two separate transactions for an aggregate purchase price of approximately \$22,372 in cash plus the assumption of certain liabilities. The transactions were accounted for by applying the acquisition method. The following table represents the aggregate fair values of identifiable assets acquired and the liabilities assumed as of the acquisition date:

| | |
|----------------------------------|-------------------------|
| Theatre properties and equipment | \$ 17,524 |
| Goodwill | 17,409 |
| Capital lease liability | (12,173) |
| Deferred revenue | <u>(388)</u> |
| Total | <u>\$ 22,372</u> |

Disposition of Mexico Subsidiaries

During February 2013, the Company entered into a stock purchase agreement with Grupo Cinemex, S.A. De C.V. pursuant to which the Company will sell its Mexican subsidiaries, which consist of 31 theatres and 290 screens. The sales price, which will be paid in Mexican pesos and is subject to certain closing date adjustments, will be approximately \$123,620, based on the exchange rate at September 30, 2013. The transaction is subject to approval by the Mexican Federal Competition Commission (the "Competition Commission"). During August 2013, the Competition Commission voted three to two to block the transaction and the Company has filed an appeal for the Competition Commission to reconsider the sale. The Company expects the Competition Commission to respond to the appeal during the fourth quarter of 2013.

Disposition of Recently Acquired Rave Theatres

In conjunction with the Rave Acquisition, the Company was required to divest of three theatres pursuant to a Hold Separate Agreement with the Department of Justice. On July 17, 2013, the Company entered into a definitive agreement to sell these three theatres to Carmike Cinemas, Inc. The transaction was approved by the Department of Justice and closed on August 16, 2013.

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7. Equity

Below is a summary of changes in stockholders' equity attributable to Cinemark Holdings, Inc., noncontrolling interests and total equity for the nine months ended September 30, 2013 and 2012:

| | Cinemark Holdings, Inc. Stockholders' Equity | Noncontrolling Interests | Total Equity |
|---|---|-------------------------------------|-------------------------|
| Balance at January 1, 2013 | \$ 1,084,065 | \$ 10,919 | \$1,094,984 |
| Purchase of noncontrolling interest's share of Adamark S.A., a Brazilian subsidiary | (4,618) | (1,003) | (5,621) |
| Share based awards compensation expense | 10,346 | — | 10,346 |
| Stock withholdings related to restricted stock and restricted stock units that vested during the nine months ended September 30, 2013 | (3,464) | — | (3,464) |
| Exercise of stock options | 58 | — | 58 |
| Tax benefit related to restricted stock and restricted stock unit vesting and dividends paid on unvested stock | 3,529 | — | 3,529 |
| Dividends paid to stockholders ⁽¹⁾ | (77,191) | — | (77,191) |
| Dividends accrued on unvested restricted stock unit awards | (474) | — | (474) |
| Dividends paid to noncontrolling interests | — | (665) | (665) |
| Net income | 132,878 | 1,766 | 134,644 |
| Fair value adjustments on interest rate swap agreements designated as hedges, net of taxes of \$1,461 | 2,481 | — | 2,481 |
| Fair value adjustments on available-for-sale securities, net of taxes of \$1,933 | (3,215) | — | (3,215) |
| Other comprehensive income in equity method investees | 3,454 | — | 3,454 |
| Foreign currency translation adjustments | (48,539) | (220) | (48,759) |
| Balance at September 30, 2013 | <u>\$ 1,099,310</u> | <u>\$ 10,797</u> | <u>\$1,110,107</u> |

(1) Below is a summary of dividends paid to stockholders during the nine months ended September 30, 2013:

| Declaration Date | Record Date | Date Paid | Amount per Share of Common Stock | | Total Amount Paid |
|-----------------------------|------------------------|----------------------|---|------------------------------|------------------------------|
| | | | Common Stock | Total Amount Paid | |
| 02/12/13 | 03/04/13 | 03/15/13 | \$ 0.21 | \$ 24,140 | |
| 05/24/13 | 06/06/13 | 06/20/13 | \$ 0.21 | 24,216 | |
| 08/15/13 | 08/28/13 | 09/12/13 | \$ 0.25 | 28,835 | |
| Total | | | <u>\$ 0.67</u> | <u>\$ 77,191</u> | |

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| | Cinemark Holdings, Inc. Stockholders' Equity | Noncontrolling Interests | Total Equity |
|---|---|-------------------------------------|-------------------------|
| Balance at January 1, 2012 | \$ 1,012,877 | \$ 10,762 | \$1,023,639 |
| Share based awards compensation expense | 10,165 | — | 10,165 |
| Stock withholdings related to restricted stock and restricted stock units that vested during the nine months ended September 30, 2012 | (3,263) | — | (3,263) |
| Exercise of stock options | 4 | — | 4 |
| Tax benefit related to restricted stock and restricted stock unit vesting and dividends paid on unvested restricted stock | 860 | — | 860 |
| Dividends paid to stockholders | (72,236) | — | (72,236) |
| Dividends accrued on unvested restricted stock unit awards | (460) | — | (460) |
| Dividends paid to noncontrolling interests | — | (706) | (706) |
| Net income | 141,127 | 1,855 | 142,982 |
| Fair value adjustments on interest rate swap agreements designated as hedges, net of taxes of \$72 | (35) | — | (35) |
| Amortization of accumulated other comprehensive loss on terminated swap agreement | 2,470 | — | 2,470 |
| Fair value adjustments on available-for-sale securities, net of taxes of \$459 | 764 | — | 764 |
| Foreign currency translation adjustments | (15,904) | (182) | (16,086) |
| Balance at September 30, 2012 | <u>\$ 1,076,369</u> | <u>\$ 11,729</u> | <u>\$1,088,098</u> |

Purchase of Noncontrolling Interest's Share of Adamark S.A.

During August 2013, the Company purchased the 49.9% noncontrolling interest share of one of its Brazilian subsidiaries, Adamark S.A., for approximately \$5,621 in cash. Adamark S.A. owns two of the Company's Brazilian theatres. The increase in the Company's ownership interest in the Brazilian subsidiary was accounted for as an equity transaction in accordance with ASC Topic 810-10-45-23. The Company recorded a decrease in additional paid-in-capital of approximately \$4,618, which represented the difference between the cash paid and the book value of the Brazilian subsidiary's noncontrolling interest account. As a result of this transaction, the Company owns 100% of the shares in Adamark S.A.

Below is a summary of the impact of changes in the Company's ownership interest in its subsidiary on its equity:

| | Three Months Ended September 30, 2013 | Nine Months Ended September 30, 2013 |
|--|--|---|
| Net income attributable to Cinemark Holdings, Inc. | <u>\$ 80,019</u> | <u>\$ 132,878</u> |
| Transfers from noncontrolling interests: | | |
| Decrease in Cinemark Holdings, Inc. additional paid-in-capital for the buyout of a noncontrolling interest in Brazil | (4,618) | (4,618) |
| Net transfers from non-controlling interests | (4,618) | (4,618) |
| Change from net income attributable to Cinemark Holdings, Inc. and transfers from noncontrolling interests | <u>\$ 75,401</u> | <u>\$ 128,260</u> |

8. Investment in National CineMedia

The Company has an investment in National CineMedia, LLC ("NCM"). NCM operates a digital in-theatre network in the U.S. for providing cinema advertising and non-film events. Upon joining NCM, the Company entered into an Exhibitor Services Agreement with NCM ("ESA"), pursuant to which NCM provides advertising, promotion and event services to our theatres. As described further in Note 6 to the Company's financial statements as included in its 2012 Annual Report on Form 10-K, on February 13, 2007, National CineMedia, Inc. ("NCM, Inc."), an entity that serves as the sole manager of NCM, completed an initial public offering ("IPO") of its common stock. In connection with the NCM Inc. initial public offering, the Company amended its operating agreement and the ESA. Following the NCM, Inc. IPO, the Company does not recognize undistributed equity in the earnings on its original NCM

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membership units (referred to herein as the Company's Tranche 1 Investment) until NCM's future net earnings, less distributions received, surpass the amount of the excess distribution. The Company recognizes equity in earnings on its Tranche 1 Investment only to the extent it receives cash distributions from NCM. The Company recognizes cash distributions it receives from NCM on its Tranche 1 Investment as a component of earnings as Distributions from NCM. The Company believes that the accounting model provided by ASC 323-10-35-22 for recognition of equity investee losses in excess of an investor's basis is analogous to the accounting for equity income subsequent to recognizing an excess distribution.

Below is a summary of activity with NCM included in the Company's condensed consolidated financial statements:

| | Investment in NCM | Deferred Revenue | Distributions from NCM | Equity in Earnings | Other Revenue | Other Comprehensive Income | Cash Received |
|---|------------------------------|-----------------------------|---------------------------------------|-------------------------------|--------------------------|---|--------------------------|
| Balance as of January 1, 2013 | \$ 78,123 | \$(241,305) | | | | | |
| Receipt of common units due to annual common unit adjustment | 8,869 | (8,869) | \$ — | \$ — | \$ — | \$ — | \$ — |
| Receipt of common units due to extraordinary common unit adjustment | 89,928 | (89,928) | — | — | — | — | — |
| Revenues earned under ESA (1) | — | — | — | — | (5,818) | — | 5,818 |
| Receipt of excess cash distributions | (7,153) | — | (12,091) | — | — | — | 19,244 |
| Receipt under tax receivable agreement | (492) | — | (1,327) | — | — | — | 1,819 |
| Equity in earnings | 8,524 | — | — | (8,524) | — | — | — |
| Equity in other comprehensive income | 1,616 | — | — | — | — | (1,616) | — |
| Amortization of deferred revenue | — | 4,006 | — | — | (4,006) | — | — |
| Balance as of and for the period ended September 30, 2013 | <u>\$ 179,415</u> | <u>\$(336,096)</u> | <u>\$ (13,418)</u> | <u>\$ (8,524)</u> | <u>\$ (9,824)</u> | <u>\$ (1,616)</u> | <u>\$ 26,881</u> |

(1) Amount includes the per patron and per digital screen theatre access fees due to the Company, net of amounts due to NCM for on-screen advertising time provided to the Company's beverage concessionaire of approximately \$9,061.

During the nine months ended September 30, 2013 and 2012, the Company recorded equity earnings of approximately \$8,524 and \$3,574, respectively.

Pursuant to a Common Unit Adjustment Agreement dated as of February 13, 2007 between NCM, Inc. and the Company, AMC Entertainment, Inc. ("AMC") and Regal Entertainment Group ("Regal"), which we refer to collectively as the Founding Members, annual adjustments to the common membership units are made primarily based on increases or decreases in the number of theatre screens operated and theatre attendance generated by each Founding Member. To account for the receipt of additional common units under the Common Unit Adjustment Agreement, the Company follows the guidance in FASB ASC 323-10-35-29 (formerly *EITF 02-18, "Accounting for Subsequent Investments in an Investee after Suspension of Equity Loss Recognition"*) by analogy, which also refers to AICPA Technical Practice Aid 2220.14, which indicates that if a subsequent investment is made in an equity method investee that has experienced significant losses, the investor must determine if the subsequent investment constitutes funding of prior losses. The Company concluded that the construction or acquisition of new theatres that has led to the common unit adjustments equates to making additional investments in NCM. The Company evaluated the receipt of the additional common units in NCM and the assets exchanged for these additional units and have determined that the right to use its incremental new screens would not be considered funding of prior losses. The Company accounts for these additional common units, which it refers to herein as its Tranche 2 Investment, as a separate investment than its Tranche 1 Investment. The common units received are recorded at fair value as an increase in the Company's investment in NCM with an offset to deferred revenue. The deferred revenue is amortized over the remaining term of the ESA. The Company's Tranche 2 Investment is accounted for following the equity method, with undistributed equity earnings related to its Tranche 2 Investment included as a component of earnings in equity in income of affiliates and distributions received related to its Tranche 2 Investment are recorded as a reduction of its investment basis. In the event that a common unit adjustment is determined to be a negative number, the Founding Member can

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elect to either transfer and surrender to NCM the number of common units equal to all or part of such Founding Member's common unit adjustment or to pay to NCM an amount equal to such Founding Member's common unit adjustment calculated in accordance with the Common Unit Adjustment Agreement. If the Company then elects to surrender common units as part of a negative common unit adjustment, the Company would record a reduction to deferred revenue at the then fair value of the common units surrendered and a reduction of the Company's Tranche 2 Investment at an amount equal to the weighted average cost for Tranche 2 common units, with the difference between the two values recorded as a gain or loss on sale of assets and other.

During March 2013, NCM performed its annual common unit adjustment calculation under the Common Unit Adjustment Agreement. As a result of the calculation, the Company received an additional 588,024 common units of NCM, each of which is convertible into one share of NCM, Inc. common stock. The Company recorded the additional common units received at fair value as part of its Tranche 2 Investment with a corresponding adjustment to deferred revenue of approximately \$8,869. The deferred revenue will be recognized over the remaining term of the ESA, which is approximately 23 years.

During May 2013, the Company completed the Rave Acquisition (see Note 6), which required an extraordinary common unit adjustment calculation by NCM in accordance with the Common Unit Adjustment Agreement. As a result of this extraordinary common unit adjustment, the Company was granted an additional 5,315,837 common units of NCM, each of which is convertible into one share of NCM, Inc. common stock. The Company recorded the additional common units received at fair value as part of its Tranche 2 Investment with a corresponding adjustment to deferred revenue of approximately \$89,928. The deferred revenue will be recognized over the remaining term of the ESA, which is approximately 23 years.

As of September 30, 2013, the Company owned a total of 23,998,505 common units of NCM, representing an ownership interest of approximately 20%.

Below is summary financial information for NCM for the three and six months ended June 27, 2013 (financial information was not yet available for the nine months ended September 26, 2013).

| | Three Months Ended June 27, 2013 | Six Months Ended June 27, 2013 |
|------------------|---|---|
| Gross revenues | \$ 122,810 | \$ 205,029 |
| Operating income | \$ 57,928 | \$ 79,563 |
| Net earnings | \$ 41,153 | \$ 46,778 |

9. Investment in Digital Cinema Implementation Partners

On February 12, 2007, the Company, AMC and Regal entered into a joint venture known as Digital Cinema Implementation Partners LLC ("DCIP") to facilitate the implementation of digital cinema in the Company's theatres and to establish agreements with major motion picture studios for the financing of digital cinema. On March 10, 2010, the Company signed a master equipment lease agreement and other related agreements (collectively the "agreements") with Kasima LLC ("Kasima"), which is an indirect subsidiary of DCIP and a related party to the Company. As of September 30, 2013, the Company had a 33% voting interest in DCIP and a 24.3% economic interest in DCIP.

The Company has a variable interest in Kasima through the terms of its master equipment lease agreement; however, the Company has determined that it is not the primary beneficiary of Kasima, as the Company does not have the ability to direct the activities of Kasima that most significantly impact Kasima's economic performance. The Company accounts for its investment in DCIP and its subsidiaries under the equity method of accounting. During the nine months ended September 30, 2013 and 2012, the Company recorded equity income of approximately \$7,315 and \$6,144, respectively, relating to this investment.

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Below is a summary of changes in the Company's investment in DCIP for the nine months ended September 30, 2013:

| | Investment in DCIP |
|--------------------------------------|-------------------------------|
| Balance as of January 1, 2013 | \$ 23,012 |
| Cash contributions | 2,759 |
| Equity in income | 7,315 |
| Equity in other comprehensive income | 1,838 |
| Balance as of September 30, 2013 | <u>\$ 34,924</u> |

The digital projection systems that are leased from Kasima are under an operating lease with an initial term of twelve years that contains ten one-year fair value renewal options. The equipment lease agreement also contains a fair value purchase option. Under the equipment lease agreement, the Company pays minimum annual rent of one thousand dollars per digital projection system for the first six and a half years from the effective date of the agreement and minimum annual rent of three thousand dollars per digital projection system beginning at six and a half years from the effective date through the end of the lease term. The Company is also subject to various types of other rent if such digital projection systems do not meet minimum performance requirements as outlined in the Agreements. Certain of the other rent payments are subject to either a monthly or an annual maximum. As of September 30, 2013, the Company had 3,556 digital projection systems being leased under the master equipment lease agreement with Kasima. The Company recorded equipment lease expense of approximately \$5,930 and \$5,827 during the nine months ended September 30, 2013 and 2012, respectively, which is included in utilities and other costs on the condensed consolidated statements of income.

Below is summary financial information for DCIP for the three and nine months ended September 30, 2013.

| | Three Months Ended September 30, 2013 | Nine Months Ended September 30, 2013 |
|------------------|--|---|
| Revenues | \$ 46,321 | \$ 134,398 |
| Operating income | \$ 29,748 | \$ 85,274 |
| Net income | \$ 16,530 | \$ 30,793 |

10. Investment in Marketable Securities – RealD, Inc.

Under its license agreement with RealD, Inc. ("RealD"), during 2010 and 2011, the Company earned an aggregate of 1,222,780 options to purchase shares of common stock upon installation of a certain number of 3-D systems as outlined in the license agreement. Upon vesting in these options, the Company recorded an investment in RealD with an offset to deferred lease incentive liability. During March 2011, the Company exercised all of its options to purchase shares of common stock in RealD for \$0.00667 per share.

The Company accounts for its investment in RealD as a marketable security. The Company has determined that its RealD shares are available-for-sale securities in accordance with ASC Topic 320-10-35-1, therefore unrealized holding gains and losses are reported as a component of accumulated other comprehensive loss until realized.

As of September 30, 2013, the Company owned 1,222,780 shares in RealD, with an estimated fair value of \$8,559, which is based on the closing price of RealD's common stock on September 30, 2013, and falls under Level 1 of the U.S. GAAP fair value hierarchy as defined by ASC Topic 820-10-35. During the nine months ended September 30, 2013, the Company recorded an unrealized holding loss of approximately \$5,148, before taxes, as a component of accumulated other comprehensive loss on the condensed consolidated balance sheet.

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Below is a summary of changes in the Company's investment in RealD for the nine months ended September 30, 2013:

| | Investment in RealD |
|----------------------------------|------------------------|
| Balance as of January 1, 2013 | \$ 13,707 |
| Unrealized holding loss | <u>(5,148)</u> |
| Balance as of September 30, 2013 | <u><u>\$ 8,559</u></u> |

11. Treasury Stock and Share Based Awards

Treasury Stock — Treasury stock represents shares of common stock repurchased or withheld by the Company and not yet retired. The Company has applied the cost method in recording its treasury shares. Below is a summary of the Company's treasury stock activity for the nine months ended September 30, 2013:

| | Number of Treasury Shares | Cost |
|-----------------------------------|---------------------------------|------------------------|
| Balance at January 1, 2013 | 3,553,085 | \$48,482 |
| Restricted stock withholdings (1) | 119,197 | 3,464 |
| Restricted stock forfeitures | <u>21,847</u> | <u>—</u> |
| Balance at September 30, 2013 | <u><u>3,694,129</u></u> | <u><u>\$51,946</u></u> |

(1) The Company withheld restricted shares as a result of the election by certain employees to satisfy their tax liabilities upon vesting in restricted stock and restricted stock units. The Company determined the number of shares to be withheld based upon market values ranging from \$27.19 to \$30.23 per share.

As of September 30, 2013, the Company had no plans to retire any shares of treasury stock.

Stock Options — A summary of stock option activity and related information for the nine months ended September 30, 2013 is as follows:

| | Number of Options | Weighted Average Exercise Price | Aggregate Intrinsic Value |
|---|-------------------------|---------------------------------------|---------------------------------|
| Outstanding at January 1, 2013 | 22,022 | \$ 7.63 | |
| Exercised | (7,438) | \$ 7.63 | |
| Outstanding at September 30, 2013 | <u>14,584</u> | <u>\$ 7.63</u> | <u>\$ 352</u> |
| Options exercisable at September 30, 2013 | <u><u>14,584</u></u> | <u><u>\$ 7.63</u></u> | <u><u>\$ 352</u></u> |

All outstanding stock options were fully vested as of April 2, 2009. There were no stock options granted or forfeited during the nine months ended September 30, 2013. The total intrinsic value of options exercised during the nine months ended September 30, 2013 was \$168. The Company recognized a tax benefit of approximately \$71 during the nine months ended September 30, 2013 related to these stock option exercises. Options outstanding at September 30, 2013 have an average remaining contractual life of approximately one year.

Restricted Stock — During the nine months ended September 30, 2013, the Company granted 220,526 shares of restricted stock to directors and employees of the Company. The fair value of the restricted stock granted was determined based on the market value of the Company's common stock on the date of grant, which ranged from \$27.92 to \$29.44 per share. The Company assumed forfeiture rates ranging from 0% to 5% for the restricted stock awards. Restricted stock granted to directors vests over a one-year period. Certain of the restricted stock granted to employees vests over three years based on continued service and the remaining restricted stock granted to employees vests over four years based on continued service. The recipients of restricted stock are entitled to receive dividends and to vote their respective shares, however, the sale and transfer of the restricted shares is prohibited during the restriction period.

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Below is a summary of restricted stock activity for the nine months ended September 30, 2013:

| | Shares of Restricted Stock | Weighted Average Grant Date Fair Value |
|---|----------------------------------|---|
| Outstanding at January 1, 2013 | 1,534,163 | \$ 18.85 |
| Granted | 220,526 | \$ 29.28 |
| Vested | (461,060) | \$ 15.50 |
| Forfeited | (21,847) | \$ 22.85 |
| Outstanding at September 30, 2013 | 1,271,782 | \$ 21.81 |
| Unvested restricted stock at September 30, 2013 | <u>1,271,782</u> | <u>\$ 21.81</u> |

The Company receives an income tax deduction upon vesting of the restricted stock awards. The total fair value of shares that vested during the nine months ended September 30, 2013 was \$13,440. The Company recognized a tax benefit of approximately \$4,268 during the nine months ended September 30, 2013 related to these vested shares.

The Company recorded compensation expense of \$7,823 and \$8,004 related to restricted stock awards during the nine months ended September 30, 2013 and 2012, respectively. As of September 30, 2013, the remaining unrecognized compensation expense related to restricted stock awards was \$16,850 and the weighted average period over which this remaining compensation expense will be recognized is approximately two years.

Restricted Stock Units – During the nine months ended September 30, 2013, the Company granted restricted stock units representing 115,107 hypothetical shares of common stock to employees. The restricted stock units vest based on a combination of financial performance factors and continued service. The financial performance factors are based on an implied equity value concept that determines an internal rate of return (“IRR”) during the three fiscal year period ending December 31, 2015 based on a formula utilizing a multiple of Adjusted EBITDA subject to certain specified adjustments as defined in the restricted stock unit award agreement. The financial performance factors for the restricted stock units have a threshold, target and maximum level of payment opportunity. If the IRR for the three year period is at least 8.5%, which is the threshold, one-third of the restricted stock units vest. If the IRR for the three year period is at least 10.5%, which is the target, two-thirds of the restricted stock units vest. If the IRR for the three year period is at least 12.5%, which is the maximum, 100% of the restricted stock units vest. Grantees are eligible to receive a ratable portion of the common stock issuable if the IRR is within the targets previously noted. All payouts of restricted stock units that vest will be subject to an additional one year service requirement and will be paid in the form of common stock if the participant continues to provide services through March 2017, which is the fourth anniversary of the grant date. Restricted stock unit award participants are eligible to receive dividend equivalent payments if and at the time the restricted stock unit awards vest.

Below is a table summarizing the potential number of shares that could vest under restricted stock unit awards granted during the nine months ended September 30, 2013 at each of the three target levels of financial performance (excluding forfeiture assumptions):

| | Number of Shares Vesting | Value at Grant |
|--------------------------|--------------------------------|-------------------|
| at IRR of at least 8.5% | 38,366 | \$ 1,129 |
| at IRR of at least 10.5% | 76,741 | \$ 2,259 |
| at IRR of at least 12.5% | 115,107 | \$ 3,389 |

Due to the fact that the IRR for the three year performance period could not be determined at the time of grant, the Company estimated that the most likely outcome is the achievement of the mid-point IRR level. The fair value of the restricted stock unit awards was determined based on the market value of the Company’s common stock on the date of grant, which was \$29.44 per share. The Company assumed a forfeiture rate of 5% for the restricted stock unit

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awards. If during the service period, additional information becomes available to lead the Company to believe a different IRR level will be achieved for the three-year performance period, the Company will reassess the number of units that will vest for the grant and adjust its compensation expense accordingly on a prospective basis over the remaining service period.

The Company recorded compensation expense of \$2,523 and \$2,161 related to restricted stock unit awards during the nine months ended September 30, 2013 and 2012, respectively.

During the nine months ended September 30, 2013, 11,498 restricted stock unit awards were forfeited. During the nine months ended September 30, 2013, 295,751 restricted stock unit awards vested. Upon vesting, each restricted stock unit was converted into one share of the Company's common stock. In addition, the Company paid approximately \$939 in dividends on the vested restricted stock units, which represented dividends that had accumulated on the awards since they were granted. The fair value of the restricted stock unit awards that vested during the nine months ended September 30, 2013 was approximately \$8,723. The Company recognized a tax benefit of approximately \$3,663 during the nine months ended September 30, 2013 related to these vested awards.

As of September 30, 2013, the remaining unrecognized compensation expense related to the outstanding restricted stock unit awards was \$4,602. The weighted average period over which this remaining compensation expense will be recognized is approximately one year. As of September 30, 2013, the Company had restricted stock units outstanding that represented a total of 802,529 hypothetical shares of common stock, net of actual cumulative forfeitures of 11,498 units, assuming the maximum IRR level is achieved for each of the grants.

12. Interest Rate Swap Agreements

The Company is currently a party to three interest rate swap agreements that are used to hedge interest rate risk associated with the variable interest rates on the Company's term loan debt and qualify for cash flow hedge accounting. The fair values of the interest rate swaps are recorded on the Company's condensed consolidated balance sheet as an asset or liability with the effective portion of the interest rate swaps' gains or losses reported as a component of accumulated other comprehensive loss and the ineffective portion reported in earnings. The changes in fair values are reclassified from accumulated other comprehensive loss into earnings in the same period that the hedged items affect earnings.

The valuation technique used to determine fair value is the income approach and under this approach, the Company uses projected future interest rates as provided by counterparties to the interest rate swap agreements and the fixed rates that the Company is obligated to pay under these agreements. Therefore, the Company's measurements use significant unobservable inputs, which fall in Level 3 of the U.S. GAAP hierarchy as defined by FASB ASC Topic 820-10-35. There were no changes in valuation techniques during the period and no transfers in or out of Level 3. See Note 15 for a summary of unrealized gains or losses recorded in accumulated other comprehensive loss and earnings.

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Below is a summary of the Company's current interest rate swap agreements designated as cash flow hedges as of September 30, 2013:

| Nominal Amount | Effective Date | Pay Rate | Receive Rate | Expiration Date | Current Liability (1) | Long-Term Liability (2) | Estimated Total Fair Value at September 30, 2013 |
|------------------|----------------|----------|---------------|-----------------|-----------------------|-------------------------|--|
| \$175,000 | December 2010 | 1.3975% | 1-Month LIBOR | September 2015 | \$ 1,961 | \$ 1,624 | \$ 3,585 |
| \$175,000 | December 2010 | 1.4000% | 1-Month LIBOR | September 2015 | 1,991 | 1,614 | 3,605 |
| \$100,000 | November 2011 | 1.7150% | 1-Month LIBOR | April 2016 | 1,437 | 1,623 | 3,060 |
| \$450,000 | | | | | \$ 5,389 | \$ 4,861 | \$ 10,250 |

(1) Included in accounts payable and accrued expenses on the condensed consolidated balance sheet as of September 30, 2013.

(2) Included in other long-term liabilities on the condensed consolidated balance sheet as of September 30, 2013.

The Company amortized approximately \$2,470 to interest expense during the nine months ended September 30, 2012 related to a previously terminated interest rate swap agreement. The accumulated other comprehensive loss related to the terminated interest rate swap agreement became fully amortized in August 2012. See Note 15 for additional information about the Company's fair value measurements related to its interest rate swap agreements.

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The changes in accumulated other comprehensive loss, net of taxes, related to the Company's interest rate swap agreements for the three months ended September 30, 2013 and 2012 were as follows:

| | Interest Rate Swaps | |
|--|----------------------------|--------------------------|
| | 2013 | 2012 |
| Beginning balances – July 1 | \$(6,501) | \$(10,338) |
| Other comprehensive loss before reclassifications, net of taxes | (1,352) | (5,000) |
| Amounts reclassified from accumulated other comprehensive loss to interest expense | 1,467 | 5,415 |
| Net other comprehensive income | \$ 115 | \$ 415 |
| Ending balances – September 30 | <u><u>\$ (6,386)</u></u> | <u><u>\$ (9,923)</u></u> |

The changes in accumulated other comprehensive loss, net of taxes, related to the Company's interest rate swap agreements for the nine months ended September 30, 2013 and 2012 were as follows:

| | Interest Rate Swaps | |
|--|----------------------------|--------------------------|
| | 2013 | 2012 |
| Beginning balances – January 1 | \$(8,867) | \$(12,358) |
| Other comprehensive loss before reclassifications, net of taxes | (1,866) | (11,219) |
| Amounts reclassified from accumulated other comprehensive loss to interest expense | 4,347 | 13,654 |
| Net other comprehensive income | \$ 2,481 | \$ 2,435 |
| Ending balances – September 30 | <u><u>\$ (6,386)</u></u> | <u><u>\$ (9,923)</u></u> |

13. Goodwill and Other Intangible Assets

The Company's goodwill was as follows:

| | U.S. Operating Segment | International Operating Segment | Total |
|--|---------------------------------------|--|---------------------------|
| Balance at January 1, 2013 (1) | \$ 956,997 | \$ 193,814 | \$1,150,811 |
| Acquisition of U.S. theatres (Note 6) | 203,827 | — | 203,827 |
| Disposition of U.S. theatres (Note 6) | (10,353) | — | (10,353) |
| Foreign currency translation adjustments | — | (15,443) | (15,443) |
| Balance at September 30, 2013 (1) | <u><u>\$1,150,471</u></u> | <u><u>\$ 178,371</u></u> | <u><u>\$1,328,842</u></u> |

(1) Balances are presented net of accumulated impairment losses of \$214,031 for the U.S. operating segment and \$27,622 for the international operating segment.

The Company evaluates goodwill for impairment on an annual basis during the fourth quarter or whenever events or changes in circumstances indicate the carrying value of goodwill might exceed its estimated fair value. The Company evaluates goodwill for impairment at the reporting unit level and has allocated goodwill to the reporting unit based on an estimate of its relative fair value. The Company considers the reporting unit to be each of its eighteen regions in the U.S. and each of its eight countries internationally (Honduras, El Salvador, Nicaragua, Costa Rica, Panama and Guatemala are considered one reporting unit). Goodwill impairment is evaluated using a two-step approach requiring the Company to compute the fair value of a reporting unit and compare it with its carrying value. If the carrying value of the reporting unit exceeds the estimated fair value, a second step is performed to measure the potential goodwill impairment. Significant judgment is involved in estimating cash flows and fair value. Management's estimates, which fall under Level 3 of the U.S. GAAP fair value hierarchy as defined by FASB ASC Topic 820-10-35, are based on historical and projected operating performance, recent market transactions and current industry trading multiples. Fair value is determined based on a multiple of cash flows, which was seven and a half times for the evaluation performed during the fourth quarter of 2012.

No events or changes in circumstances occurred during the nine months ended September 30, 2013 that indicated the carrying value of goodwill might exceed its estimated fair value.

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Intangible assets consisted of the following:

| | Balance at January 1, 2013 | Acquisitions (2) | Amortization | Other (1) | Balance at September 30, 2013 |
|---|----------------------------------|------------------|-------------------|------------------|-------------------------------------|
| <i>Intangible assets with finite lives:</i> | | | | | |
| Gross carrying amount | \$ 71,921 | \$ 44,487 | \$ — | \$(2,246) | \$ 114,162 |
| Accumulated amortization | <u>(51,354)</u> | <u>—</u> | <u>(4,207)</u> | <u>726</u> | <u>(54,835)</u> |
| Total net intangible assets with finite lives | <u>\$ 20,567</u> | <u>\$ 44,487</u> | <u>\$ (4,207)</u> | <u>\$(1,520)</u> | <u>\$ 59,327</u> |
| <i>Intangible assets with indefinite lives:</i> | | | | | |
| Tradename | 310,174 | — | — | (529) | 309,645 |
| Total intangible assets — net | <u>\$330,741</u> | <u>\$ 44,487</u> | <u>\$ (4,207)</u> | <u>\$(2,049)</u> | <u>\$ 368,972</u> |

- (1) Consists primarily of foreign currency translation adjustments and the write-off of intangibles associated with theatres sold during the nine months ended September 30, 2013.
 (2) Consists of definite-lived tradename, favorable leases and other intangible assets (see Note 6).

Estimated aggregate future amortization expense for intangible assets is as follows:

| | |
|---|-----------------|
| For the three months ended December 31, 2013 | \$ 1,909 |
| For the twelve months ended December 31, 2014 | 6,934 |
| For the twelve months ended December 31, 2015 | 6,641 |
| For the twelve months ended December 31, 2016 | 6,418 |
| For the twelve months ended December 31, 2017 | 5,773 |
| Thereafter | 31,652 |
| Total | \$59,327 |

14. Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment indicators on a quarterly basis or whenever events or changes in circumstances indicate the carrying amount of the assets may not be fully recoverable.

The Company considers actual theatre level cash flows, future years budgeted theatre level cash flows, theatre property and equipment carrying values, amortizing intangible asset carrying values, the age of a recently built theatre, competitive theatres in the marketplace, the impact of recent ticket price changes, available lease renewal options and other factors considered relevant in its assessment of impairment of individual theatre assets. Long-lived assets are evaluated for impairment on an individual theatre basis, which the Company believes is the lowest applicable level for which there are identifiable cash flows. The impairment evaluation is based on the estimated undiscounted cash flows from continuing use through the remainder of the theatre's useful life. The remainder of the useful life correlates with the available remaining lease period, which includes the probability of renewal periods for leased properties and a period of approximately twenty years for fee owned properties. If the estimated undiscounted cash flows are not sufficient to recover a long-lived asset's carrying value, the Company then compares the carrying value of the asset group (theatre) with its estimated fair value. When estimated fair value is determined to be lower than the carrying value of the asset group (theatre), the asset group (theatre) is written down to its estimated fair value. Significant judgment is involved in estimating cash flows and fair value. Management's estimates, which fall under Level 3 of the U.S. GAAP fair value hierarchy as defined by FASB ASC Topic 820-10-35, are based on historical and projected operating performance, recent market transactions and current industry trading multiples. Fair value is determined based on a multiple of cash flows, which was six and a half times for the evaluations performed during the nine months ended September 30, 2013 and 2012. As of September 30, 2013, the estimated aggregate fair value of the long-lived assets impaired during the nine months ended September 30, 2013 was approximately \$327.

The long-lived asset impairment charges recorded during each of the periods presented are specific to theatres that were directly and individually impacted by increased competition, adverse changes in market demographics or adverse changes in the development or the conditions of the areas surrounding the theatre.

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| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|--|-------------------------------------|---------------|------------------------------------|----------------|
| | 2013 | 2012 | 2013 | 2012 |
| United States theatre properties | \$ 131 | \$ 884 | \$ 901 | \$ 1,261 |
| International theatre properties | — | 92 | 1,175 | 211 |
| Impairment of long-lived assets | \$ 131 | \$ 976 | \$2,076 | \$1,472 |

15. Fair Value Measurements

The Company determines fair value measurements in accordance with FASB ASC Topic 820, which establishes a fair value hierarchy under which an asset or liability is categorized based on the lowest level of input significant to its fair value measurement. The levels of input defined by FASB ASC Topic 820 are as follows:

Level 1 – quoted market prices in active markets for identical assets or liabilities that are accessible at the measurement date;

Level 2 – other than quoted market prices included in Level 1 that are observable for the asset or liability, either directly or indirectly; and

Level 3 – unobservable and should be used to measure fair value to the extent that observable inputs are not available.

Below is a summary of assets and liabilities measured at fair value on a recurring basis by the Company under FASB ASC Topic 820 as of September 30, 2013:

| Description | Carrying Value | Fair Value | | |
|--|---------------------------|-------------------|----------------|----------------|
| | | Level 1 | Level 2 | Level 3 |
| Interest rate swap liabilities – current (see Note 12) | \$ (5,389) | \$ — | \$ — | \$ (5,389) |
| Interest rate swap liabilities – long-term (see Note 12) | \$ (4,861) | \$ — | \$ — | \$ (4,861) |
| Investment in RealD (see Note 10) | \$ 8,559 | \$ 8,559 | \$ — | \$ — |

Below is a summary of assets and liabilities measured at fair value on a recurring basis by the Company under FASB ASC Topic 820 as of December 31, 2012:

| Description | Carrying Value | Fair Value | | |
|--|---------------------------|-------------------|----------------|----------------|
| | | Level 1 | Level 2 | Level 3 |
| Interest rate swap liabilities – current (see Note 12) | \$ (5,503) | \$ — | \$ — | \$ (5,503) |
| Interest rate swap liabilities – long term (see Note 12) | \$ (8,689) | \$ — | \$ — | \$ (8,689) |
| Investment in RealD (see Note 10) | \$ 13,707 | \$ 13,707 | \$ — | \$ — |

Below is a reconciliation of the beginning and ending balance for liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3):

| | Liabilities | |
|---|--------------------|------------------|
| | 2013 | 2012 |
| Beginning balances - January 1 | \$ 14,192 | \$ 16,576 |
| Total loss included in accumulated other comprehensive loss | 405 | 11,291 |
| Total gain included in earnings | — | (761) |
| Settlements | (4,347) | (11,184) |
| Ending balances – September 30 | \$ 10,250 | \$ 15,922 |

The Company also uses the income approach for fair value measurements on a nonrecurring basis in the impairment evaluations of its long-lived assets (see Note 13 and Note 14). Additionally, the Company uses the market approach to estimate the fair value of its long-term debt (see Note 5). There were no changes in valuation techniques during the period. There were no transfers in or out of Level 1, Level 2 or Level 3 during the nine months ended September 30, 2013.

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16. Foreign Currency Translation

The accumulated other comprehensive loss account in stockholders' equity of \$37,698 and \$83,517 at December 31, 2012 and September 30, 2013, respectively, includes cumulative foreign currency adjustments of \$31,330 and \$79,869, respectively, from translating the financial statements of the Company's international subsidiaries, and also includes the change in fair values of the Company's interest rate swap agreements that are designated as hedges and the change in fair value of the Company's available-for-sale securities.

All foreign countries where the Company has operations are non-highly inflationary and the local currency is the same as the functional currency in all of the locations. Thus, any fluctuation in the currency results in a cumulative foreign currency translation adjustment recorded to accumulated other comprehensive loss.

Below is a summary of the impact of translating the September 30, 2013 financial statements of certain of the Company's international subsidiaries:

| Country | Exchange Rate as of | | Total Assets at September 30, 2013 | Other Comprehensive Loss for The Nine Months Ended September 30, 2013 |
|-----------|---------------------|-------------------|---------------------------------------|---|
| | September 30, 2013 | December 31, 2012 | | |
| Brazil | 2.28 | 2.05 | \$ 330,871 | \$ (24,042) |
| Argentina | 5.74 | 4.91 | \$ 128,482 | (15,347) |
| Mexico | 13.08 | 13.02 | \$ 117,884 | (888) |
| Colombia | 1,919.51 | 1,768.23 | \$ 54,619 | (2,742) |
| Peru | 2.83 | 2.56 | \$ 41,480 | (3,461) |
| All other | | | | (2,059) |
| | | | | \$ (48,539) |

17. Supplemental Cash Flow Information

The following is provided as supplemental information to the condensed consolidated statements of cash flows:

| | Nine Months Ended September 30, | |
|---|------------------------------------|------------|
| | 2013 | 2012 |
| Cash paid for interest | \$ 74,071 | \$ 75,737 |
| Cash paid for income taxes, net of refunds received | \$ 86,333 | \$ 63,638 |
| Noncash investing and financing activities: | | |
| Change in accounts payable and accrued expenses for the acquisition of theatre properties and equipment (1) | \$ 5,937 | \$ (9,943) |
| Theatre properties acquired under capital lease (see Note 6) | \$ 66,545 | \$ 3,802 |
| Change in fair market values of interest rate swap agreements, net of taxes | \$ 2,481 | \$ (35) |
| Investment in NCM – receipt of common units (see Note 8) | \$ 98,797 | \$ 9,137 |
| Dividends accrued on unvested restricted stock unit awards | \$ (474) | \$ (460) |
| Change in fair market value of available-for-sale securities, net of taxes (see Note 10) | \$ (5,148) | \$ 764 |

(1) Additions to theatre properties and equipment included in accounts payable as of December 31, 2012 and September 30, 2013 were \$4,685 and \$10,622, respectively.

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18. Segments

The Company manages its international market and its U.S. market as separate reportable operating segments, with the international segment consisting of operations in Brazil, Mexico, Argentina, Chile, Colombia, Peru, Ecuador, Honduras, El Salvador, Nicaragua, Costa Rica, Panama and Guatemala. Each segment's revenue is derived from admissions and concession sales and other ancillary revenues, primarily screen advertising. The measure of segment profit and loss the Company uses to evaluate performance and allocate its resources is Adjusted EBITDA, as defined in the reconciliation table below. The Company does not report asset information by segment because that information is not used to evaluate the performance of or allocate resources between segments.

Below is a breakdown of selected financial information by reportable operating segment:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|-----------------------------|-------------------------------------|-------------------------|------------------------------------|---------------------------|
| | 2013 | 2012 | 2013 | 2012 |
| Revenues | | | | |
| U.S. | \$529,426 | \$416,165 | \$1,412,898 | \$1,271,155 |
| International | 231,771 | 220,633 | 627,843 | 598,880 |
| Eliminations | (3,631) | (3,225) | (9,780) | (8,038) |
| Total revenues | <u><u>\$757,566</u></u> | <u><u>\$633,573</u></u> | <u><u>\$2,030,961</u></u> | <u><u>\$1,861,997</u></u> |
| Adjusted EBITDA | | | | |
| U.S. | \$132,803 | \$ 94,538 | \$ 341,579 | \$ 302,222 |
| International | 57,370 | 53,832 | 142,874 | 143,428 |
| Total Adjusted EBITDA | <u><u>\$190,173</u></u> | <u><u>\$148,370</u></u> | <u><u>\$ 484,453</u></u> | <u><u>\$ 445,650</u></u> |
| Capital expenditures | | | | |
| U.S. | \$ 35,746 | \$ 27,357 | \$ 71,533 | \$ 74,160 |
| International | 33,354 | 25,583 | 87,955 | 72,367 |
| Total capital expenditures | <u><u>\$ 69,100</u></u> | <u><u>\$ 52,940</u></u> | <u><u>\$ 159,488</u></u> | <u><u>\$ 146,527</u></u> |

The following table sets forth a reconciliation of net income to Adjusted EBITDA:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|-------------------------------------|-------------------------|------------------------------------|-------------------------|
| | 2013 | 2012 | 2013 | 2012 |
| Net income | \$ 80,745 | \$ 47,967 | \$134,644 | \$142,982 |
| Add (deduct): | | | | |
| Income taxes | 43,386 | 29,453 | 62,726 | 88,229 |
| Interest expense (1) | 29,478 | 30,861 | 96,542 | 94,369 |
| Loss on early retirement of debt | — | — | 72,302 | — |
| Other income (2) | (12,795) | (9,455) | (17,958) | (14,940) |
| Depreciation and amortization (3) | 42,399 | 36,897 | 120,165 | 110,054 |
| Impairment of long-lived assets | 131 | 976 | 2,076 | 1,472 |
| (Gain) loss on sale of assets and other | 611 | 6,699 | (2,532) | 8,004 |
| Deferred lease expenses | 1,935 | 997 | 4,038 | 3,327 |
| Amortization of long-term prepaid rents | 725 | 678 | 2,104 | 1,988 |
| Share based awards compensation expense | 3,558 | 3,297 | 10,346 | 10,165 |
| Adjusted EBITDA | <u><u>\$190,173</u></u> | <u><u>\$148,370</u></u> | <u><u>\$484,453</u></u> | <u><u>\$445,650</u></u> |

(1) Includes amortization of debt issue costs.

(2) Includes interest income, foreign currency exchange gain (loss) and equity in income of affiliates and excludes distributions from NCM. Distributions from NCM are reported entirely within the U.S. operating segment.

(3) Includes amortization of favorable/unfavorable leases.

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Financial Information About Geographic Areas

Below is a breakdown of selected financial information by geographic area:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|-------------------------------------|------------------|------------------------------------|----------------------|
| | 2013 | 2012 | 2013 | 2012 |
| Revenues | | | | |
| U.S. | \$529,426 | \$416,165 | \$1,412,898 | \$1,271,155 |
| Brazil | 87,028 | 82,457 | 251,831 | 244,487 |
| Other international countries | 144,743 | 138,176 | 376,012 | 354,393 |
| Eliminations | (3,631) | (3,225) | (9,780) | (8,038) |
| Total | \$757,566 | \$633,573 | \$2,030,961 | \$1,861,997 |
| Theatre Properties and Equipment-net | | | September 30, 2013 | December 31, 2012 |
| U.S. | | | \$ 1,043,261 | \$ 940,922 |
| Brazil | | | 186,998 | 190,990 |
| Other international countries | | | 186,764 | 173,046 |
| Total | | | \$ 1,417,023 | \$ 1,304,958 |

19. Related Party Transactions

The Company manages theatres for Laredo Theatre, Ltd. (“Laredo”). The Company is the sole general partner and owns 75% of the limited partnership interests of Laredo. Lone Star Theatres, Inc. owns the remaining 25% of the limited partnership interests in Laredo and is 100% owned by Mr. David Roberts, Lee Roy Mitchell’s son-in-law. Lee Roy Mitchell is the Company’s Chairman of the Board and directly and indirectly owns approximately 8.5% of the Company’s common stock. Under the agreement, management fees are paid by Laredo to the Company at a rate of 5% of annual theatre revenues up to \$50,000 and 3% of annual theatre revenues in excess of \$50,000. The Company recorded \$444 and \$404 of management fee revenues during the nine months ended September 30, 2013 and 2012, respectively. All such amounts are included in the Company’s condensed consolidated financial statements with the intercompany amounts eliminated in consolidation.

The Company leases 18 theatres and one parking facility from Syufy Enterprises, LP (“Syufy”) or affiliates of Syufy. Raymond Syufy is one of the Company’s directors and is an officer of the general partner of Syufy. Of these 19 leases, 16 have fixed minimum annual rent. The three leases without minimum annual rent have rent based upon a specified percentage of gross sales as defined in the lease with no minimum annual rent. For the nine months ended September 30, 2013 and 2012, the Company paid total rent of approximately \$17,543 and \$19,441, respectively, to Syufy.

20. Commitments and Contingencies

From time to time, the Company is involved in various legal proceedings arising from the ordinary course of its business operations, such as personal injury claims, employment matters, landlord-tenant disputes, patent claims and contractual disputes, some of which are covered by insurance. The Company believes its potential liability with respect to proceedings currently pending is not material, individually or in the aggregate, to the Company’s financial position, results of operations and cash flows.

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Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with our condensed consolidated financial statements and related notes and schedules included elsewhere in this report.

We are a leader in the motion picture exhibition industry, with theatres in the U.S., Brazil, Mexico, Argentina, Chile, Colombia, Peru, Ecuador, Honduras, El Salvador, Nicaragua, Costa Rica, Panama and Guatemala. As of September 30, 2013, we managed our business under two reportable operating segments – U.S. markets and international markets. See Note 18 to our condensed consolidated financial statements.

We generate revenues primarily from box office receipts and concession sales with additional revenues from screen advertising sales and other revenue streams, such as vendor marketing promotions, meeting rentals and electronic video games located in some of our theatres. Our contracts with NCM have assisted us in expanding our offerings to domestic advertisers and broadening ancillary revenue sources such as digital video monitor advertising, third party branding, and the use of our domestic theatres for alternative entertainment, such as live and pre-recorded sports programs, concert events, the opera, and other special presentations. Our revenues are affected by changes in attendance and concession revenues per patron. Attendance is primarily affected by the quality and quantity of films released by motion picture studios. Films leading the box office during the nine months ended September 30, 2013 included *Iron Man 3*, *Despicable Me 2*, *Man of Steel*, *Monsters University*, *Fast & Furious 6*, *Oz: The Great and Powerful*, *Star Trek Into Darkness*, *World War Z*, *The Croods*, *The Heat*, *The Great Gatsby* and *We're The Millers*, among other films. Films currently scheduled for release during the remainder of 2013 include sequels such as *The Hunger Games: Catching Fire*, *The Hobbit: The Desolation of Smaug*, *Thor: The Dark World* and highly anticipated original titles such as *Gravity*, *Ender's Game*, *Walking with Dinosaurs*, *Saving Mr. Banks*, *American Hustle*, *The Secret Life of Walter Mitty* and *Frozen*, among other films.

Film rental costs are variable in nature and fluctuate with our admissions revenues. Film rental costs as a percentage of revenues are generally higher for periods in which more blockbuster films are released. Film rental costs can also vary based on the length of a film's run. Film rental rates are generally negotiated on a film-by-film and theatre-by-theatre basis. Advertising costs, which are expensed as incurred, are primarily fixed at the theatre level as daily movie directories placed in newspapers represent the largest component of advertising costs. The monthly cost of these advertisements is based on, among other things, the size of the directory and the frequency and size of the newspaper's circulation.

Concession supplies expense is variable in nature and fluctuates with our concession revenues. We purchase concession supplies to replace units sold. We negotiate prices for concession supplies directly with concession vendors and manufacturers to obtain volume rates.

Although salaries and wages include a fixed cost component (i.e. the minimum staffing costs to operate a theatre facility during non-peak periods), salaries and wages move in relation to revenues as theatre staffing is adjusted to respond to changes in attendance.

Facility lease expense is primarily a fixed cost at the theatre level as most of our facility leases require a fixed monthly minimum rent payment. Certain of our leases are subject to percentage rent only while others are subject to percentage rent in addition to their fixed monthly rent if a target annual revenue level is achieved. Facility lease expense as a percentage of revenues is also affected by the number of theatres under operating leases, the number of theatres under capital leases and the number of fee-owned theatres.

Utilities and other costs include certain costs that have both fixed and variable components such as utilities, property taxes, janitorial costs, repairs and maintenance and security services.

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Results of Operations

The following table sets forth, for the periods indicated, certain operating data and the percentage of revenues represented by certain items reflected in our condensed consolidated statements of income. On May 29, 2013, we completed the Rave Acquisition, which consisted of 32 theatres with 483 screens. The results of operations for these 32 theatres are reflected as of the date of acquisition.

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|--|-------------------------------------|-----------|------------------------------------|------------|
| | 2013 | 2012 | 2013 | 2012 |
| Operating data (in millions): | | | | |
| Revenues | | | | |
| Admissions | \$ 479.6 | \$ 402.4 | \$ 1,293.5 | \$ 1,194.3 |
| Concession | 242.3 | 200.1 | 643.4 | 581.3 |
| Other | 35.7 | 31.1 | 94.1 | 86.4 |
| Total revenues | \$ 757.6 | \$ 633.6 | \$ 2,031.0 | \$ 1,862.0 |
| Cost of operations | | | | |
| Film rentals and advertising | 254.8 | 214.0 | 692.2 | 636.7 |
| Concession supplies | 39.0 | 33.0 | 104.0 | 93.2 |
| Salaries and wages | 73.2 | 63.7 | 198.8 | 184.5 |
| Facility lease expense | 85.1 | 72.9 | 230.8 | 213.1 |
| Utilities and other | 84.7 | 74.3 | 229.8 | 210.4 |
| General and administrative expenses | 42.4 | 37.0 | 120.7 | 107.0 |
| Depreciation and amortization | 42.4 | 36.9 | 120.2 | 110.1 |
| Impairment of long-lived assets | 0.2 | 1.0 | 2.1 | 1.5 |
| (Gain) loss on sale of assets and other | 0.6 | 6.7 | (2.5) | 8.0 |
| Total cost of operations | 622.4 | 539.5 | 1,696.1 | 1,564.5 |
| Operating income | \$ 135.2 | \$ 94.1 | \$ 334.9 | \$ 297.5 |
| Operating data as a percentage of total revenues: | | | | |
| Revenues | | | | |
| Admissions | 63.3% | 63.5% | 63.7% | 64.1% |
| Concession | 32.0% | 31.6% | 31.7% | 31.2% |
| Other | 4.7% | 4.9% | 4.6% | 4.7% |
| Total revenues | 100.0% | 100.0% | 100.0% | 100.0% |
| Cost of operations (1) | | | | |
| Film rentals and advertising | 53.1% | 53.2% | 53.5% | 53.3% |
| Concession supplies | 16.1% | 16.5% | 16.2% | 16.0% |
| Salaries and wages | 9.7% | 10.1% | 9.8% | 9.9% |
| Facility lease expense | 11.2% | 11.5% | 11.4% | 11.4% |
| Utilities and other | 11.2% | 11.7% | 11.3% | 11.3% |
| General and administrative expenses | 5.6% | 5.8% | 5.9% | 5.7% |
| Depreciation and amortization | 5.6% | 5.8% | 5.9% | 5.9% |
| Impairment of long-lived assets | 0.0% | 0.2% | 0.1% | 0.1% |
| (Gain) loss on sale of assets and other | 0.1% | 1.1% | (0.1)% | 0.4% |
| Total cost of operations | 82.2% | 85.1% | 83.5% | 84.0% |
| Operating income | 17.8% | 14.9% | 16.5% | 16.0% |
| Average screen count (month end average) | 5,793 | 5,207 | 5,524 | 5,189 |
| Revenues per average screen (dollars) | \$130,772 | \$121,677 | \$367,661 | \$358,856 |

(1) All costs are expressed as a percentage of total revenues, except film rentals and advertising, which are expressed as a percentage of admissions revenues and concession supplies, which are expressed as a percentage of concession revenues.

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Three months ended September 30, 2013 versus September 30, 2012

Revenues. Total revenues increased \$124.0 million to \$757.6 million for the three months ended September 30, 2013 (“third quarter of 2013”) from \$633.6 million for the three months ended September 30, 2012 (“third quarter of 2012”), representing a 19.6% increase. The table below, presented by reportable operating segment, summarizes our period-over-period revenue performance and certain key performance indicators that impact our revenues.

| | U.S. Operating Segment | | | International Operating Segment | | | Consolidated | | |
|-------------------------|----------------------------------|---------|----------|----------------------------------|---------|----------|----------------------------------|---------|----------|
| | Three Months Ended September 30, | | % Change | Three Months Ended September 30, | | % Change | Three Months Ended September 30, | | % Change |
| | 2013 | 2012 | | 2013 | 2012 | | 2013 | 2012 | |
| Admissions revenues (1) | \$337.9 | \$265.3 | 27.4% | \$141.7 | \$137.1 | 3.4% | \$479.6 | \$402.4 | 19.2% |
| Concession revenues (1) | \$171.1 | \$135.6 | 26.2% | \$ 71.2 | \$ 64.5 | 10.4% | \$242.3 | \$200.1 | 21.1% |
| Other revenues (1)(2) | \$ 16.8 | \$ 12.1 | 38.8% | \$ 18.9 | \$ 19.0 | (0.5)% | \$ 35.7 | \$ 31.1 | 14.8% |
| Total revenues (1)(2) | \$525.8 | \$413.0 | 27.3% | \$231.8 | \$220.6 | 5.1% | \$757.6 | \$633.6 | 19.6% |
| Attendance (1) | 50.6 | 41.2 | 22.8% | 30.4 | 28.5 | 6.7% | 81.0 | 69.7 | 16.2% |

(1) Amounts in millions.

(2) U.S. operating segment revenues include eliminations of intercompany transactions with the international operating segment. See Note 18 of our condensed consolidated financial statements.

- **U.S.** The increase in admissions revenues of \$72.6 million was attributable to a 22.8% increase in attendance and a 3.7% increase in average ticket price from \$6.44 for the third quarter of 2012 to \$6.68 for the third quarter of 2013. The increase in concession revenues of \$35.5 million was attributable to the 22.8% increase in attendance and a 2.7% increase in concession revenues per patron from \$3.29 for the third quarter of 2012 to \$3.38 for the third quarter of 2013. The increase in attendance was partly due to the solid slate of films released during the third quarter of 2013. Our revenues and attendance for the third quarter of 2013 also benefited from the inclusion of the 32 Rave theatres acquired on May 29, 2013 (see Note 6 to the condensed consolidated financial statements). The increase in average ticket price was primarily due to the pricing at acquired theatres and price increases. The increase in concession revenues per patron was primarily due to incremental sales and price increases. The increase in other revenues was primarily attributable to the 22.8% increase in attendance, which resulted in increases in screen advertising, video game and other promotional revenues.
- **International.** The increase in admissions revenues of \$4.6 million was attributable to a 6.7% increase in attendance partially offset by a 3.1% decrease in average ticket price from \$4.81 for the third quarter of 2012 to \$4.66 for the third quarter of 2013. The increase in concession revenues of \$6.7 million was attributable to the 6.7% increase in attendance and a 3.5% increase in concession revenues per patron from \$2.26 for the third quarter of 2012 to \$2.34 for the third quarter of 2013. The decrease in average ticket price was primarily due to the unfavorable impact of exchange rates in certain countries in which we operate. The increase in concession revenues per patron was primarily due to incremental sales and price increases, partially offset by the unfavorable impact of exchange rates in certain countries in which we operate.

Cost of Operations. The table below summarizes certain of our period-over-period theatre operating costs by reportable operating segment (in millions).

| | U.S. Operating Segment | | International Operating Segment | | Consolidated | |
|------------------------------|----------------------------------|----------|----------------------------------|---------|----------------------------------|----------|
| | Three Months Ended September 30, | | Three Months Ended September 30, | | Three Months Ended September 30, | |
| | 2013 | 2012 | 2013 | 2012 | 2013 | 2012 |
| Film rentals and advertising | \$ 185.3 | \$ 146.9 | \$ 69.5 | \$ 67.1 | \$ 254.8 | \$ 214.0 |
| Concession supplies | 23.0 | 17.9 | 16.0 | 15.1 | 39.0 | 33.0 |
| Salaries and wages | 53.0 | 44.1 | 20.2 | 19.6 | 73.2 | 63.7 |
| Facility lease expense | 58.5 | 47.4 | 26.6 | 25.5 | 85.1 | 72.9 |
| Utilities and other | 57.5 | 47.8 | 27.2 | 26.5 | 84.7 | 74.3 |

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- **U.S.** Film rentals and advertising costs were \$185.3 million, or 54.8% of admissions revenues, for the third quarter of 2013 compared to \$146.9 million, or 55.4% of admissions revenues, for the third quarter of 2012. The increase in film rentals and advertising costs was due to the \$72.6 million increase in admissions revenues, partially offset by a decrease in the film rentals and advertising rate. The decrease in the film rentals and advertising rate was primarily due to the mix of films released during the third quarter of 2013 compared to the third quarter of 2012. Concession supplies expense was \$23.0 million, or 13.4% of concession revenues, for the third quarter of 2013 compared to \$17.9 million, or 13.2% of concession revenues, for the third quarter of 2012. The increase in the concession supplies rate was primarily due to increases in inventory procurement costs on certain concession products and the impact of special concession promotions that help drive incremental concession sales.
Salaries and wages increased to \$53.0 million for the third quarter of 2013 from \$44.1 million for the third quarter of 2012. Facility lease expense increased to \$58.5 million for the third quarter of 2013 from \$47.4 million for the third quarter of 2012. Utilities and other costs increased to \$57.5 million for the third quarter of 2013 from \$47.8 million for the third quarter of 2012. All of the above-mentioned theatre operating costs for the third quarter of 2013 increased due to the inclusion of the 32 Rave theatres acquired on May 29, 2013 (see Note 6 to the condensed consolidated financial statements). Salaries and wages were also impacted by higher staffing levels to support the 22.8% increase in attendance.
- **International.** Film rentals and advertising costs were \$69.5 million, or 49.0% of admissions revenues, for the third quarter of 2013 compared to \$67.1 million, or 48.9% of admissions revenues, for the third quarter of 2012. Concession supplies expense was \$16.0 million, or 22.5% of concession revenues, for the third quarter of 2013 compared to \$15.1 million, or 23.4% of concession revenues, for the third quarter of 2012. The decrease in the concession supplies rate is primarily due to concession sales price increases.
Salaries and wages increased to \$20.2 million for the third quarter of 2013 from \$19.6 million for the third quarter of 2012 primarily due to increased wage rates and new theatres. Facility lease expense increased to \$26.6 million for the third quarter of 2013 from \$25.5 million for the third quarter of 2012 primarily due to new theatres. Utilities and other costs increased to \$27.2 million for the third quarter of 2013 from \$26.5 million for the third quarter of 2012 primarily due to new theatres.

General and Administrative Expenses. General and administrative expenses increased to \$42.4 million for the third quarter of 2013 from \$37.0 million for the third quarter of 2012. The increase was primarily due to increased salaries and incentive compensation expense of approximately \$3.4 million, increased service charges of approximately \$1.7 million related to increased credit card transactions and increased professional fees of approximately \$0.8 million.

Depreciation and Amortization. Depreciation and amortization expense was \$42.4 million during the third quarter of 2013 compared to \$36.9 million during the third quarter of 2012. The increase was primarily due to new theatres, including the 32 Rave theatres acquired on May 29, 2013.

Impairment of Long-Lived Assets. We recorded asset impairment charges on assets held and used of \$0.2 million during the third quarter of 2013 compared to \$1.0 million during the third quarter of 2012. Impairment charges for the third quarter of 2013 consisted of U.S. theatre properties, impacting two of our twenty-six reporting units. Impairment charges for the third quarter of 2012 consisted of U.S. and international theatre properties, impacting seven of our twenty-four reporting units. The long-lived asset impairment charges recorded during each of the periods presented were specific to theatres that were directly and individually impacted by increased competition, adverse changes in market demographics or adverse changes in the development or the conditions of the areas surrounding the theatre.

Loss on Sale of Assets and Other. We recorded a loss on sale of assets and other of \$0.6 million during the third quarter of 2013 compared to \$6.7 million during the third quarter of 2012. The loss recorded during the third quarter of 2013 was primarily due to the retirement of theatre equipment replaced during the period. The loss recorded during the third quarter of 2012 was primarily due to a lease termination reserve recorded for a planned theatre closure.

Interest Expense. Interest costs incurred, including amortization of debt issue costs, were \$29.5 million during the third quarter of 2013 compared to \$30.9 million during the third quarter of 2012.

Distributions from NCM. We recorded distributions from NCM of \$5.6 million during the third quarter of 2013 compared to \$4.7 million during the third quarter of 2012, which were in excess of the carrying value of our Tranche 1 investment. See Note 8 to our condensed consolidated financial statements.

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Equity in Income of Affiliates. We recorded equity in income of affiliates of \$11.7 million during the third quarter of 2013 compared to \$6.8 million during the third quarter of 2012. The equity in income of affiliates recorded during the third quarter of 2013 primarily included income of approximately \$4.6 million related to our equity investment in DCIP (see Note 9 to our condensed consolidated financial statements) and income of approximately \$7.1 million related to our equity investment in NCM (see Note 8 to our condensed consolidated financial statements). The equity in income of affiliates recorded during the third quarter of 2012 primarily included income of approximately \$3.1 million related to our equity investment in DCIP and income of approximately \$3.7 million related to our equity investment in NCM.

Income Taxes. Income tax expense of \$43.4 million was recorded for the third quarter of 2013 compared to \$29.5 million for the third quarter of 2012. The effective tax rate was 35.0% for the third quarter of 2013 compared to 38.0% for the third quarter of 2012. Income tax provisions for interim (quarterly) periods are based on estimated annual income tax rates and are adjusted for the effects of significant, infrequent or unusual items (i.e. discrete items) occurring during the interim period. As a result, the interim rate may vary significantly from the normalized annual rate.

Nine months ended September 30, 2013 versus September 30, 2012

Revenues. Total revenues increased \$169.0 million to \$2,031.0 million for the nine months ended September 30, 2013 ("the 2013 period") from \$1,862.0 million for the nine months ended September 30, 2012 ("the 2012 period"), representing a 9.1% increase. The table below, presented by reportable operating segment, summarizes our period-over-period revenue performance and certain key performance indicators that impact our revenues.

| | U.S. Operating Segment | | | International Operating Segment | | | Consolidated | | |
|-------------------------|------------------------------------|-----------|--------|------------------------------------|---------|--------|------------------------------------|-----------|--------|
| | Nine Months Ended September 30, | | % | Nine Months Ended September 30, | | % | Nine Months Ended September 30, | | % |
| | 2013 | 2012 | Change | 2013 | 2012 | Change | 2013 | 2012 | Change |
| Admissions revenues (1) | \$ 908.4 | \$ 819.1 | 10.9% | \$385.1 | \$375.2 | 2.6% | \$1,293.5 | \$1,194.3 | 8.3% |
| Concession revenues (1) | \$ 453.3 | \$ 408.7 | 10.9% | \$190.1 | \$172.6 | 10.1% | \$ 643.4 | \$ 581.3 | 10.7% |
| Other revenues (1) (2) | \$ 41.4 | \$ 35.4 | 16.9% | \$ 52.7 | \$ 51.0 | 3.3% | \$ 94.1 | \$ 86.4 | 8.9% |
| Total revenues (1) (2) | \$1,403.1 | \$1,263.2 | 11.1% | \$627.9 | \$598.8 | 4.9% | \$2,031.0 | \$1,862.0 | 9.1% |
| Attendance (1) | 132.2 | 123.0 | 7.5% | 79.6 | 77.0 | 3.4% | 211.8 | 200.0 | 5.9% |

(1) Amounts in millions.

(2) U.S. operating segment revenues include eliminations of intercompany transactions with the international operating segment. See Note 18 of our condensed consolidated financial statements.

- **U.S.** The increase in admissions revenues of \$89.3 million was attributable to a 7.5% increase in attendance and a 3.2% increase in average ticket price from \$6.66 for the 2012 period to \$6.87 for the 2013 period. The increase in concession revenues of \$44.6 million was attributable to the 7.5% increase in attendance and a 3.3% increase in concession revenues per patron from \$3.32 for the 2012 period to \$3.43 for the 2013 period. Our revenues and attendance for the 2013 period also benefited from the inclusion of the 32 Rave theatres acquired on May 29, 2013 (see Note 6 to the condensed consolidated financial statements). The increase in average ticket price was primarily due to price increases and the pricing at acquired theatres. The increase in concession revenues per patron was primarily due to incremental sales and price increases. The increase in other revenues was primarily attributable to the 7.5% increase in attendance, which resulted in increases in screen advertising, video game and other promotional revenues.
- **International.** The increase in admissions revenues of \$9.9 million was attributable to a 3.4% increase in attendance partially offset by a 0.6% decrease in average ticket price from \$4.87 for the 2012 period to \$4.84 for the 2013 period. The increase in concession revenues of \$17.5 million was attributable to the 3.4% increase in attendance and a 6.7% increase in concession revenues per patron from \$2.24 for the 2012 period to \$2.39 for the 2013 period. The increase in attendance was due to new theatres. The decrease in average ticket price was primarily due to the unfavorable impact of exchange rates in certain countries in which we operate. The increase in concession revenues per patron was primarily due to incremental sales and price increases, partially offset by the unfavorable impact of exchange rates in certain countries in which we operate.

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Cost of Operations. The table below summarizes certain of our period-over-period theatre operating costs by reportable operating segment (in millions).

| | U.S. Operating Segment | | International Operating Segment | | Consolidated | |
|------------------------------|------------------------------------|----------|------------------------------------|----------|------------------------------------|----------|
| | Nine Months Ended September 30, | | Nine Months Ended September 30, | | Nine Months Ended September 30, | |
| | 2013 | 2012 | 2013 | 2012 | 2013 | 2012 |
| Film rentals and advertising | \$ 502.6 | \$ 453.7 | \$ 189.6 | \$ 183.0 | \$ 692.2 | \$ 636.7 |
| Concession supplies | 62.3 | 52.8 | 41.7 | 40.4 | 104.0 | 93.2 |
| Salaries and wages | 140.2 | 130.0 | 58.6 | 54.5 | 198.8 | 184.5 |
| Facility lease expense | 157.2 | 143.1 | 73.6 | 70.0 | 230.8 | 213.1 |
| Utilities and other | 150.9 | 139.0 | 78.9 | 71.4 | 229.8 | 210.4 |

U.S. Film rentals and advertising costs were \$502.6 million, or 55.3% of admissions revenues for the 2013 period compared to \$453.7 million, or 55.4% of admissions revenues, for the 2012 period. Concession supplies expense was \$62.3 million, or 13.7% of concession revenues, for the 2013 period compared to \$52.8 million, or 12.9% of concession revenues, for the 2012 period. The increase in the concession supplies rate was primarily due to increased inventory procurement costs on certain concession products and the impact of special concession promotions that help drive incremental concession sales.

Salaries and wages increased to \$140.2 million for the 2013 period from \$130.0 million for the 2012 period. Facility lease expense increased to \$157.2 million for the 2013 period from \$143.1 million for the 2012 period. Utilities and other costs increased to \$150.9 million for the 2013 period from \$139.0 million for the 2012 period. All of the above-mentioned theatre operating costs for the 2013 period increased primarily due to the inclusion of the 32 Rave theatres acquired on May 29, 2013 (see Note 6 to the condensed consolidated financial statements).

- *International.* Film rentals and advertising costs were \$189.6 million, or 49.2% of admissions revenues, for the 2013 period compared to \$183.0 million, or 48.8% of admissions revenues, for the 2012 period. Concession supplies expense was \$41.7 million, or 21.9% of concession revenues, for the 2013 period compared to \$40.4 million, or 23.4% of concession revenues, for the 2012 period. The decrease in the concession supplies rate is primarily due to concession sales price increases.

Salaries and wages increased to \$58.6 million for the 2013 period from \$54.5 million for the 2012 period primarily due to increased wage rates and new theatres. Facility lease expense increased to \$73.6 million for the 2013 period from \$70.0 million for the 2012 period primarily due to increased common area maintenance expenses and new theatres. Utilities and other costs increased to \$78.9 million for the 2013 period from \$71.4 million for the 2012 period primarily due to new theatres and increased property taxes.

General and Administrative Expenses. General and administrative expenses increased to \$120.7 million for the 2013 period from \$107.0 million for the 2012 period. The increase was primarily due to increased salaries and incentive compensation expense of approximately \$7.1 million and increased professional fees of approximately \$4.7 million.

Depreciation and Amortization. Depreciation and amortization expense was \$120.2 million for the 2013 period compared to \$110.1 million for the 2012 period. The increase was primarily due to new theatres, including the 32 Rave theatres acquired on May 29, 2013.

Impairment of Long-Lived Assets. We recorded asset impairment charges on assets held and used of \$2.1 million for the 2013 period compared to \$1.5 million for the 2012 period. Impairment charges for the 2013 period consisted of U.S. and international theatre properties, impacting ten of our twenty-six reporting units. Impairment charges for the 2012 period consisted of U.S. and international theatre properties, impacting twelve of our twenty-four reporting units. The long-lived asset impairment charges recorded during each of the periods presented were specific to theatres that were directly and individually impacted by increased competition, adverse changes in market demographics or adverse changes in the development or the conditions of the areas surrounding the theatre.

(Gain) Loss on Sale of Assets and Other. We recorded a gain on sale of assets and other of \$2.5 million during the 2013 period compared to a loss of \$8.0 million during the 2012 period. The gain recorded during the 2013 period was primarily a result of a gain on sale of a land parcel in the U.S., partially offset by the retirement of theatre equipment replaced during the period. The loss recorded during the 2012 period was primarily due to a lease termination reserve recorded for a planned theatre closure and the retirement of certain theatre equipment that was replaced during the period.

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Interest Expense. Interest costs incurred, including amortization of debt issue costs, were \$96.5 million for the 2013 period compared to \$94.4 million for the 2012 period. The increase was primarily due to the issuance of the 4.875% Senior Notes on May 24, 2013 with the net proceeds not utilized to pay off the former 8.625% Senior Notes until June 24, 2013. See Note 5 to our condensed consolidated financial statements for further discussion of our recent long-term debt activity.

Loss on Early Retirement of Debt. We recorded a loss on early retirement of debt of approximately \$72.3 million during the 2013 period as a result of the redemption of Cinemark USA, Inc.'s 8.625% Senior Notes on June 24, 2013. The loss on early retirement of debt included approximately \$56.6 million for a make-whole premium paid and the write-off of approximately \$8.0 million in unamortized bond discount and \$7.6 million in unamortized debt issue costs and the payment of \$0.1 million of other fees. See Note 5 to our condensed consolidated financial statements.

Distributions from NCM. We recorded distributions from NCM of \$13.4 million during the 2013 period and \$13.1 million during the 2012 period, which were in excess of the carrying value of our Tranche 1 investment. See Note 8 to our condensed consolidated financial statements.

Equity in Income of Affiliates. We recorded equity in income of affiliates of \$15.8 million during the 2013 period compared to \$9.6 million during the 2012 period. The equity in income of affiliates recorded during the 2013 period primarily included income of approximately \$7.3 million related to our equity investment in DCIP (see Note 9 to our condensed consolidated financial statements) and income of approximately \$8.5 million related to our equity investment in NCM (see Note 8 to our condensed consolidated financial statements). The equity in income of affiliates recorded during the 2012 period primarily included income of approximately \$6.1 million related to our equity investment in DCIP and income of approximately \$3.5 million related to our equity investment in NCM.

Income Taxes. Income tax expense of \$62.7 million was recorded for the 2013 period compared to \$88.2 million for the 2012 period. The effective tax rate was 31.8% for the 2013 period compared to 38.2% for the 2012 period. Income tax provisions for interim (quarterly) periods are based on estimated annual income tax rates and are adjusted for the effects of significant, infrequent or unusual items (i.e. discrete items) occurring during the interim period. As a result, the interim rate may vary significantly from the normalized annual rate. The effective tax rate for the 2013 period reflects the impact of items related to our Mexico subsidiaries.

Liquidity and Capital Resources

Operating Activities

We primarily collect our revenues in cash, mainly through box office receipts and the sale of concessions. In addition, nearly all of our theatres provide the patron a choice of using a credit card or debit card in place of cash. Because our revenues are received in cash prior to the payment of related expenses, we have an operating "float" and historically have not required traditional working capital financing. Cash provided by operating activities was \$178.5 million for the nine months ended September 30, 2013 compared to \$274.2 million for the nine months ended September 30, 2012. The decrease in cash provided by operating activities was primarily due to the make-whole premium of \$56.6 million paid upon the redemption of the 8.625% Senior Notes, which is reflected in net income for the nine months ended September 30, 2013.

Investing Activities

Our investing activities have been principally related to the development and acquisition of theatres. New theatre openings and acquisitions historically have been financed with internally generated cash and by debt financing, including borrowings under our senior secured credit facility. Cash used for investing activities was \$393.9 million for the nine months ended September 30, 2013 compared to \$161.2 million for the nine months ended September 30, 2012. The increase in cash used for investing activities was primarily due to the acquisition of theatres in the U.S. for approximately \$259.2 million (see Note 6 to the condensed consolidated financial statements).

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Capital expenditures for the nine months ended September 30, 2013 and 2012 were as follows (in millions):

| Period | New Theatres | Existing Theatres | Total |
|--------------------------------------|-----------------|----------------------|---------|
| Nine Months Ended September 30, 2013 | \$ 88.9 | \$ 70.6 | \$159.5 |
| Nine Months Ended September 30, 2012 | \$ 71.2 | \$ 75.3 | \$146.5 |

We continue to invest in our U.S. theatre circuit, which consisted of 4,413 screens at September 30, 2013. During the nine months ended September 30, 2013, we acquired 34 theatres with 513 screens, built four new theatres and 45 screens, sold four theatres with 56 screens and closed one theatre with five screens. At September 30, 2013, we had signed commitments to open seven new theatres with 80 screens in domestic markets during the remainder of 2013 and open 12 new theatres with 140 screens subsequent to 2013. We estimate the remaining capital expenditures for the development of these 220 domestic screens will be approximately \$129 million. Actual expenditures for continued theatre development and acquisitions are subject to change based upon the availability of attractive opportunities.

We also continue to invest in our international theatre circuit. We built eight new theatres and 58 screens and closed one screen during the nine months ended September 30, 2013, bringing our total international screen count to 1,381 as of September 30, 2013. At September 30, 2013, we had signed commitments to open eight new theatres and 48 screens in international markets during the remainder of 2013 and open 11 new theatres and 69 screens subsequent to 2013. We estimate the remaining capital expenditures for the development of these 117 international screens will be approximately \$89 million. Actual expenditures for continued theatre development and acquisitions are subject to change based upon the availability of attractive opportunities.

We plan to fund capital expenditures for our continued development with cash flow from operations, borrowings under our senior secured credit facility, and proceeds from debt issuances, sale leaseback transactions and/or sales of excess real estate.

Financing Activities

Cash used for financing activities was \$38.7 million for the nine months ended September 30, 2013 compared to \$91.5 million for the nine months ended September 30, 2012. Cash used for financing activities for the nine months ended September 30, 2013 included proceeds from the issuance of Cinemark USA, Inc.'s 4.875% Senior Notes, partially offset by the redemption of Cinemark USA, Inc.'s 8.625% Senior Notes (see Note 5 to the condensed consolidated financial statements).

We, at the discretion of the board of directors and subject to applicable law, anticipate paying regular quarterly dividends on our common stock. The amount, if any, of the dividends to be paid in the future will depend upon our then available cash, anticipated cash needs, overall financial condition, loan agreement restrictions as discussed below, future prospects for earnings and cash flows, as well as other relevant factors.

We may from time to time, subject to compliance with our debt instruments, purchase our debt securities on the open market depending upon the availability and prices of such securities. Long-term debt consisted of the following as of September 30, 2013 (in millions):

| | |
|--|------------------|
| Cinemark, USA, Inc. term loan | \$ 694.8 |
| Cinemark USA, Inc. 4.875% senior notes due 2023 | 530.0 |
| Cinemark USA, Inc. 5.125% senior notes due 2022 | 400.0 |
| Cinemark USA, Inc. 7.375% senior subordinated notes due 2021 | 200.0 |
| Other | 2.0 |
| Total long-term debt | \$1,826.8 |
| Less current portion | (9.0) |
| Long-term debt, less current portion | <u>\$1,817.8</u> |

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As of September 30, 2013, Cinemark USA, Inc. had \$100.0 million in available borrowing capacity on our revolving credit line.

Contractual Obligations

Due to the recent issuance of Cinemark USA, Inc.'s 4.875% Senior Notes and the redemption of Cinemark USA, Inc.'s 8.625% Senior Notes (see Note 5 to the condensed consolidated financial statements), which impacted the maturity of and the amount of outstanding long-term debt and related interest rates, we have included below our long-term debt and related estimated scheduled interest payments as of September 30, 2013. In addition, as a result of the Rave Acquisition (see Note 6 to the condensed consolidated financial statements), which added 32 leased theatres to our U.S. operations, we have included below our operating and capital lease obligations as of September 30, 2013.

| | Payments Due by Period (in millions) | | | | |
|--|---|-----------------------|-------------|-------------|------------------|
| | Total | Less Than One Year | 1 - 3 Years | 3 - 5 Years | After 5 Years |
| Long-term debt | \$1,826.8 | \$ 9.0 | \$ 14.0 | \$ 14.0 | \$1,789.8 |
| Scheduled interest payments on long-term debt ⁽¹⁾ | 720.0 | 88.8 | 176.8 | 175.7 | 278.7 |
| Operating lease obligations | 2,137.2 | 255.8 | 507.9 | 442.5 | 931.0 |
| Capital lease obligations | 222.1 | 14.2 | 34.1 | 36.5 | 137.3 |
| Scheduled interest payments on capital leases | 116.7 | 17.6 | 30.9 | 24.4 | 43.8 |

(1) Amounts include scheduled interest payments on fixed rate and variable rate debt agreements. Estimates for the variable rate interest payments were based on interest rates currently in effect. The average interest rates currently in effect on our fixed rate and variable rate debt are 5.1% and 3.2%, respectively.

Off-Balance Sheet Arrangements

Other than the operating leases detailed in the table above and purchase commitments disclosed in the Company's annual filing on Form 10-K for the year ended December 31, 2012, we do not have any off-balance sheet arrangements.

Cinemark USA, Inc. 4.875% Senior Notes

On May 24, 2013, Cinemark USA, Inc. issued \$530.0 million aggregate principal amount of 4.875% senior notes due 2023, at par value, (the "4.875% Senior Notes"). Proceeds, after payment of fees, were used to finance a redemption of the 8.625% Senior Notes due 2019 discussed below. Interest on the 4.875% Senior Notes is payable on June 1 and December 1 of each year, beginning December 1, 2013. The 4.875% Senior Notes mature on June 1, 2023.

The 4.875% Senior Notes are fully and unconditionally guaranteed on a joint and several senior unsecured basis by certain of Cinemark USA, Inc.'s subsidiaries that guarantee, assume or become liable with respect to any of Cinemark USA, Inc.'s or a guarantor's debt. The 4.875% Senior Notes and the guarantees are senior unsecured obligations and rank equally in right of payment with all of Cinemark USA, Inc.'s and its guarantor's existing and future senior unsecured debt and senior in right of payment to all of Cinemark USA, Inc.'s and its guarantor's existing and future senior subordinated debt. The 4.875% Senior Notes and the guarantees are effectively subordinated to all of Cinemark USA, Inc.'s and its guarantor's existing and future secured debt to the extent of the value of the assets securing such debt, including all borrowings under Cinemark USA, Inc.'s amended senior secured credit facility. The 4.875% Senior Notes and the guarantees are structurally subordinated to all existing and future debt and other liabilities of Cinemark USA, Inc.'s subsidiaries that do not guarantee the 4.875% Senior Notes.

The indenture to the 4.875% Senior Notes contains covenants that limit, among other things, the ability of Cinemark USA, Inc. and certain of its subsidiaries to (1) make investments or other restricted payments, including paying dividends, making other distributions or repurchasing subordinated debt or equity, (2) incur additional indebtedness and issue preferred stock, (3) enter into transactions with affiliates, (4) enter new lines of business, (5) merge or consolidate with, or sell all or substantially all of its assets to, another person and (6) create liens. As of September 30, 2013, Cinemark USA, Inc. could have distributed up to approximately \$1,363.0 million to its parent company and sole stockholder, Cinemark Holdings, Inc., under the terms of the indenture to the 4.875% Senior Notes, subject to its available cash and other borrowing restrictions outlined in the indenture. Upon a change of control, as defined in the indenture governing the 4.875% Senior Notes, Cinemark USA, Inc. would be required to make an offer to repurchase the 4.875% Senior Notes at a price equal to 101% of the aggregate principal amount outstanding plus accrued and unpaid interest, if any, through the date of repurchase. The indenture governing the 4.875% Senior Notes

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allows Cinemark USA, Inc. to incur additional indebtedness if it satisfies the coverage ratio specified in the indenture, after giving effect to the incurrence of the additional indebtedness, and in certain other circumstances. The required minimum coverage ratio is 2 to 1 and our actual ratio as of September 30, 2013 was approximately 6.8 to 1.

Prior to June 1, 2018, Cinemark USA, Inc. may redeem all or any part of the 4.875% Senior Notes at its option at 100% of the principal amount plus a make-whole premium plus accrued and unpaid interest on the 4.875% Senior Notes to the date of redemption. After June 1, 2018, Cinemark USA, Inc. may redeem the 4.875% Senior Notes in whole or in part at redemption prices specified in the indenture. In addition, prior to June 1, 2016, Cinemark USA, Inc. may redeem up to 35% of the aggregate principal amount of the 4.875% Senior Notes from the net proceeds of certain equity offerings at the redemption price set forth in the indenture.

On June 26, 2013, Cinemark USA, Inc. and its guarantor subsidiaries filed a registration statement with the Securities and Exchange Commission, or the Commission, pursuant to which Cinemark USA, Inc. offered to exchange the 4.875% Senior Notes for substantially identical notes registered under the Securities Act of 1933, as amended, that do not contain terms restricting the transfer thereof or providing for registration rights. The registration statement was declared effective by the Commission on July 9, 2013. On August 7, 2013, Cinemark USA, Inc. completed the exchange of registered 4.875% Senior Notes for all of the outstanding 4.875% Senior Notes.

Amended Senior Secured Credit Facility

On December 18, 2012, Cinemark USA, Inc. amended and restated its senior secured credit facility to include a seven year \$700.0 million term loan and a five year \$100.0 million revolving credit line (the “Amended Senior Secured Credit Facility”). The proceeds from the Amended Senior Secured Credit Facility, combined with a portion of the proceeds from the issuance of the 5.125% Senior Notes discussed below, were used to refinance Cinemark USA, Inc.’s former senior secured credit facility. The term loan under the Amended Senior Secured Credit Facility matures in December 2019. The revolving credit line matures in December 2017. Quarterly principal payments in the amount of \$1.75 million are due on the term loan through September 2019 with the remaining principal of \$652.8 million due on December 18, 2019.

Interest on the term loan accrues at Cinemark USA, Inc.’s option at: (A) the base rate equal to the higher of (1) the prime lending rate as set forth on the British Banking Association Telerate page 5, or (2) the federal funds effective rate from time to time plus 0.50%, plus a margin of 2.0% per annum, or (B) a “eurodollar rate” plus a margin of 3.0% per annum. Interest on the revolving credit line accrues, at Cinemark USA, Inc.’s option, at: (A) a base rate equal to the higher of (1) the prime lending rate as set forth on the British Banking Association Telerate page 5 and (2) the federal funds effective rate from time to time plus 0.50%, plus a margin that ranges from 1.00% to 1.75% per annum, or (B) a “eurodollar rate” plus a margin that ranges from 2.00% to 2.75% per annum. The margin of the revolving credit line is determined by the consolidated net senior secured leverage ratio as defined in the credit agreement.

Cinemark USA, Inc.’s obligations under the Amended Senior Secured Credit Facility are guaranteed by Cinemark Holdings, Inc. and certain of Cinemark USA, Inc.’s domestic subsidiaries and are secured by mortgages on certain fee and leasehold properties and security interests in substantially all of Cinemark USA, Inc.’s and the guarantors’ personal property, including, without limitation, pledges of all of Cinemark USA, Inc.’s capital stock, all of the capital stock of certain of Cinemark USA, Inc.’s domestic subsidiaries and 65% of the voting stock of certain of its foreign subsidiaries.

The Amended Senior Secured Credit Facility contains usual and customary negative covenants for agreements of this type, including, but not limited to, restrictions on Cinemark USA, Inc.’s ability, and in certain instances, its subsidiaries’ and Cinemark Holdings, Inc.’s ability, to consolidate or merge or liquidate, wind up or dissolve; substantially change the nature of its business; sell, transfer or dispose of assets; create or incur indebtedness; create liens; pay dividends, and repurchase stock; and make capital expenditures and investments. If Cinemark USA, Inc. has borrowings outstanding on the revolving credit line, it is required to satisfy a consolidated net senior secured leverage ratio covenant as determined in accordance with the Amended Senior Secured Credit Facility.

The dividend restriction contained in the Amended Senior Secured Credit Facility prevents the Company and any of its subsidiaries from paying a dividend or otherwise distributing cash to its stockholders unless (1) the Company is not in default, and the distribution would not cause Cinemark USA, Inc. to be in default, under the Amended Senior Secured Credit Facility; and (2) the aggregate amount of certain dividends, distributions, investments, redemptions and capital expenditures made since December 18, 2012, including dividends declared by the board of directors, is less than the sum of (a) the aggregate amount of cash and cash equivalents received by Cinemark Holdings, Inc. or Cinemark USA, Inc. as common equity since December 18, 2012, (b) Cinemark USA, Inc.’s consolidated EBITDA minus 1.75 times its consolidated interest expense, each as defined in the Amended Senior Secured Credit Facility, and (c) certain

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other defined amounts. As of September 30, 2013, Cinemark USA, Inc. could have distributed up to approximately \$1,559.4 million to its parent company and sole stockholder, Cinemark Holdings, Inc., under the terms of the Amended Senior Secured Credit Facility, subject to its available cash and other borrowing restrictions outlined in the agreement.

At September 30, 2013, there was \$694.8 million outstanding under the term loan and no borrowings outstanding under the revolving credit line. Cinemark USA, Inc. had \$100.0 million in available borrowing capacity on the revolving credit line. The average interest rate on outstanding term loan borrowings under the Amended Senior Secured Credit Facility at September 30, 2013 was approximately 4.0% per annum.

Cinemark USA, Inc. 5.125% Senior Notes

On December 18, 2012, Cinemark USA, Inc. issued \$400.0 million aggregate principal amount of 5.125% senior notes due 2022, at par value (the “5.125% Senior Notes”). A portion of the proceeds were used to refinance a portion of the former senior secured credit facility and to fund the purchase price for the Rave Acquisition (see Note 6 to the condensed consolidated financial statements) and the remainder is expected to be used for general corporate purposes. Interest on the 5.125% Senior Notes is payable on June 15 and December 15 of each year, beginning June 15, 2013. The 5.125% Senior Notes mature on December 15, 2022.

The 5.125% Senior Notes are fully and unconditionally guaranteed on a joint and several senior unsecured basis by certain of Cinemark USA, Inc.’s subsidiaries that guarantee, assume or become liable with respect to any of Cinemark USA, Inc.’s or a guarantor’s debt. The 5.125% Senior Notes and the guarantees are senior unsecured obligations and rank equally in right of payment with all of Cinemark USA, Inc.’s and its guarantor’s existing and future senior unsecured debt and senior in right of payment to all of Cinemark USA, Inc.’s and its guarantor’s existing and future subordinated debt. The 5.125% Senior Notes and the guarantees are effectively subordinated to all of Cinemark USA, Inc.’s and its guarantor’s existing and future secured debt to the extent of the value of the assets securing such debt, including all borrowings under Cinemark USA, Inc.’s amended senior secured credit facility. The 5.125% Senior Notes and the guarantees are structurally subordinated to all existing and future debt and other liabilities of Cinemark USA, Inc.’s subsidiaries that do not guarantee the 5.125% Senior Notes.

The indenture to the 5.125% Senior Notes contains covenants that limit, among other things, the ability of Cinemark USA, Inc. and certain of its subsidiaries to (1) make investments or other restricted payments, including paying dividends, making other distributions or repurchasing subordinated debt or equity, (2) incur additional indebtedness and issue preferred stock, (3) enter into transactions with affiliates, (4) enter new lines of business, (5) merge or consolidate with, or sell all or substantially all of its assets to, another person and (6) create liens. As of September 30, 2013, Cinemark USA, Inc. could have distributed up to approximately \$1,364.7 million to its parent company and sole stockholder, Cinemark Holdings, Inc., under the terms of the indenture to the 5.125% Senior Notes, subject to its available cash and other borrowing restrictions outlined in the indenture. Upon a change of control, as defined in the indenture governing the 5.125% Senior Notes, Cinemark USA, Inc. would be required to make an offer to repurchase the 5.125% Senior Notes at a price equal to 101% of the aggregate principal amount outstanding plus accrued and unpaid interest, if any, through the date of repurchase. The indenture governing the 5.125% Senior Notes allows Cinemark USA, Inc. to incur additional indebtedness if it satisfies the coverage ratio specified in the indenture, after giving effect to the incurrence of the additional indebtedness, and in certain other circumstances. The required minimum coverage ratio is 2 to 1 and our actual ratio as of September 30, 2013 was approximately 7.1 to 1.

Prior to December 15, 2017, Cinemark USA, Inc. may redeem all or any part of the 5.125% Senior Notes at its option at 100% of the principal amount plus a make-whole premium. After December 15, 2017, Cinemark USA, Inc. may redeem the 5.125% Senior Notes in whole or in part at redemption prices described in the 5.125% Senior Notes. In addition, Cinemark USA, Inc. may redeem up to 35% of the aggregate principal amount of the 5.125% Senior Notes from the net proceeds of certain equity offerings at the redemption price set forth in the 5.125% Senior Notes.

On April 16, 2013, Cinemark USA, Inc. and its guarantor subsidiaries filed a registration statement with the Commission, pursuant to which Cinemark USA, Inc. offered to exchange the 5.125% Senior Notes for substantially identical notes registered under the Securities Act. The registration statement was declared effective by the Commission on April 25, 2013. On May 23, 2013 Cinemark USA, Inc. completed the exchange of registered 5.125% Senior Notes for all of the outstanding 5.125% Senior Notes.

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Cinemark USA, Inc. 7.375% Senior Subordinated Notes

On June 3, 2011, Cinemark USA, Inc. issued \$200.0 million aggregate principal amount of 7.375% senior subordinated notes due 2021, at par value (the “Senior Subordinated Notes”). The proceeds, after payment of fees, were primarily used to fund the prepayment of the remaining \$157.2 million of Cinemark USA, Inc.’s unextended portion of term loan debt under its former senior secured credit facility. Interest on the Senior Subordinated Notes is payable on June 15 and December 15 of each year. The Senior Subordinated Notes mature on June 15, 2021.

The Senior Subordinated Notes are fully and unconditionally guaranteed on a joint and several senior subordinated unsecured basis by certain of Cinemark USA, Inc.’s subsidiaries that guarantee, assume or become liable with respect to any of Cinemark USA, Inc.’s or a guarantor’s other debt. The Senior Subordinated Notes and the guarantees are senior subordinated unsecured obligations and rank equally in right of payment with all of Cinemark USA, Inc.’s and a guarantor’s future senior subordinated indebtedness; are subordinate in right of payment to all of Cinemark USA, Inc.’s and a guarantor’s existing and future senior indebtedness, whether secured or unsecured, including Cinemark USA, Inc.’s obligations under its Amended Senior Secured Credit Facility, its 5.125% Senior Notes and 4.875% Senior Notes; and structurally subordinate to all existing and future indebtedness and other liabilities of Cinemark USA, Inc.’s non-guarantor subsidiaries.

The indenture to the Senior Subordinated Notes contains covenants that limit, among other things, the ability of Cinemark USA, Inc. and certain of its subsidiaries to (1) make investments or other restricted payments, including paying dividends, making other distributions or repurchasing subordinated debt or equity, (2) incur additional indebtedness and issue preferred stock, (3) enter into transactions with affiliates, (4) enter new lines of business, (5) merge or consolidate with, or sell all or substantially all of its assets to, another person and (6) create liens. As of September 30, 2013, Cinemark USA, Inc. could have distributed up to approximately \$1,356.7 million to its parent company and sole stockholder, Cinemark Holdings, Inc., under the terms of the indenture to the Senior Subordinated Notes, subject to its available cash and other borrowing restrictions outlined in the indenture governing the Senior Subordinated Notes. Upon a change of control, as defined in the indenture, Cinemark USA, Inc. would be required to make an offer to repurchase the Senior Subordinated Notes at a price equal to 101% of the aggregate principal amount outstanding plus accrued and unpaid interest, if any, through the date of repurchase. The indenture allows Cinemark USA, Inc. to incur additional indebtedness if it satisfies the coverage ratio specified in the indenture, after giving effect to the incurrence of the additional indebtedness, and in certain other circumstances. The required minimum coverage ratio is 2 to 1, and our actual ratio as of September 30, 2013 was approximately 6.8 to 1.

Prior to June 15, 2016, Cinemark USA, Inc. may redeem all or any part of the Senior Subordinated Notes at its option at 100% of the principal amount plus a make-whole premium plus accrued and unpaid interest on the senior subordinated notes to the date of redemption. After June 15, 2016, Cinemark USA, Inc. may redeem the Senior Subordinated Notes in whole or in part at redemption prices specified in the indenture. In addition, prior to June 15, 2014, Cinemark USA, Inc. may redeem up to 35% of the aggregate principal amount of the Senior Subordinated Notes from the net proceeds of certain equity offerings at the redemption price set forth in the indenture.

Cinemark USA, Inc. and its guarantor subsidiaries filed a registration statement with the Commission on July 27, 2011 pursuant to which Cinemark USA, Inc. offered to exchange the Senior Subordinated Notes for substantially similar registered Senior Subordinated Notes. The registration statement became effective August 4, 2011, and approximately \$199.5 million of the notes were exchanged on September 7, 2011. The registered Senior Subordinated Notes, issued in the exchange, do not have transfer restrictions. Approximately \$0.5 million of the Senior Subordinated Notes were not exchanged as of September 30, 2013.

Cinemark USA, Inc. 8.625% Senior Notes

On June 29, 2009, Cinemark USA, Inc. issued \$470.0 million aggregate principal amount of 8.625% senior notes due 2019 (the “8.625% Senior Notes”), with an original issue discount of \$11.5 million, resulting in proceeds of approximately \$458.5 million. The proceeds were primarily used to fund the repurchase of the then remaining outstanding \$419.4 million aggregate principal amount at maturity of Cinemark, Inc.’s 9.75% senior discount notes.

On June 24, 2013, Cinemark USA, Inc. redeemed its 8.625% Senior Notes at 112.035% of the principal amount, inclusive of a make-whole premium, plus accrued and unpaid interest, utilizing the proceeds from the issuance of the 4.875% Senior Notes discussed above. As a result of the redemption, we wrote-off approximately \$8.0 million in unamortized bond discount and \$7.6 million in unamortized debt issue costs, paid a make-whole premium of approximately \$56.6 million and paid other fees of \$0.1 million, all of which are reflected in loss on early retirement of debt during the nine months ended September 30, 2013.

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Covenant Compliance

As of September 30, 2013, we believe we were in full compliance with all agreements, including all related covenants, governing our outstanding debt.

Seasonality

Our revenues have historically been seasonal, coinciding with the timing of releases of motion pictures by the major distributors. Generally, the most successful motion pictures have been released during the summer, extending from May to mid-August, and during the holiday season, extending from early November through year-end. The unexpected emergence of a hit film during other periods can alter this seasonality trend. The timing of such film releases can have a significant effect on our results of operations, and the results of one quarter are not necessarily indicative of results for the next quarter or for the same period in the following year.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We have exposure to financial market risks, including changes in interest rates, foreign currency exchange rates and other relevant market prices.

Interest Rate Risk

We are currently party to variable rate debt facilities. An increase or decrease in interest rates would affect our interest expense relating to our variable rate debt facilities. At September 30, 2013, there was an aggregate of approximately \$244.8 million of variable rate debt outstanding under these facilities, which excludes \$450.0 million of Cinemark USA, Inc.'s term loan debt that is hedged with the Company's interest rate swap agreements in effect as of September 30, 2013 as discussed below. Based on the interest rates in effect on the variable rate debt outstanding at September 30, 2013, a 100 basis point increase in market interest rates would increase our annual interest expense by approximately \$2.4 million.

Our interest rate swap agreements qualify for cash flow hedge accounting. The fair values of the interest rate swaps are recorded on our condensed consolidated balance sheet as an asset or liability with the effective portion of the interest rate swaps' gains or losses reported as a component of accumulated other comprehensive loss and the ineffective portion reported in earnings.

Below is a summary of our interest rate swap agreements as of September 30, 2013:

| Nominal Amount (in millions) | Effective Date | Pay Rate | Receive Rate | Expiration Date |
|---------------------------------|----------------|----------|---------------|-----------------|
| \$175.0 | December 2010 | 1.3975% | 1-month LIBOR | September 2015 |
| \$175.0 | December 2010 | 1.4000% | 1-month LIBOR | September 2015 |
| \$100.0 | November 2011 | 1.7150% | 1-month LIBOR | April 2016 |
| \$450.0 | | | | |

The table below provides information about our fixed rate and variable rate long-term debt agreements as of September 30, 2013:

| | Expected Maturity for the Twelve-Month Periods Ending September 30, (in millions) | | | | | | | Average Interest Rate |
|-------------------|--|---------------|---------------|---------------|---------------|-------------------|-------------------|-----------------------|
| | 2014 | 2015 | 2016 | 2017 | 2018 | Thereafter | Total | |
| Fixed rate (1) | \$2.0 | \$— | \$— | \$— | \$— | \$ 1,580.0 | \$ 1,582.0 | \$ 1,534.8 5.1% |
| Variable rate | 7.0 | 7.0 | 7.0 | 7.0 | 7.0 | 209.8 | 244.8 | 245.7 3.2% |
| Total debt | \$9.0 | \$ 7.0 | \$ 7.0 | \$ 7.0 | \$ 7.0 | \$ 1,789.8 | \$ 1,826.8 | \$ 1,780.5 |

(1) Includes \$450.0 million of the Cinemark USA, Inc. term loan, which represents the debt hedged with the Company's interest rate swap agreements in effect as of September 30, 2013 discussed above.

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Foreign Currency Exchange Rate Risk

There have been no material changes in foreign currency exchange rate risk previously disclosed in “Quantitative and Qualitative Disclosures About Market Risk” in the Company’s Annual Report on Form 10-K filed February 28, 2013.

Item 4. Controls and Procedures

Evaluation of the Effectiveness of Disclosure Controls and Procedures

As of September 30, 2013, we carried out an evaluation required by the Securities Exchange Act of 1934, as amended (the “Exchange Act”), under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act. Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of September 30, 2013, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms and were effective to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting identified in connection with the evaluation required by paragraph (d) of Exchange Act Rules 13a-15 that occurred during the quarter ended September 30, 2013 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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PART II - OTHER INFORMATION

Item 1. Legal Proceedings

There have been no material changes from legal proceedings previously reported under “Business – Legal Proceedings” in the Company’s Annual Report on Form 10-K filed February 28, 2013.

Item 1A. Risk Factors

There have been no material changes from risk factors previously disclosed in “Risk Factors” in the Company’s Annual Report on Form 10-K filed February 28, 2013.

Table of Contents**Item 6. Exhibits**

- *10.10 (a) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century Stadium 14, Sacramento, CA.
- *10.10 (b) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of December 1, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century Laguna 16, Elk Grove, CA.
- *10.10 (c) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of December 1, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century 14, Folsom, CA.
- *10.10 (d) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century Cinema 16, Mountain View, CA.
- *10.10 (e) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 3, 1996, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century 14, Roseville, CA.
- *10.10 (f) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of August 1, 1997, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century Park Lane 16, Reno, NV.
- *10.10 (g) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of July 1, 1996, by and between SYNM Properties Inc. (succeeded by Syufy Properties, Inc.), as landlord and Century Theatres, Inc., as tenant, Century Rio 24, Albuquerque, NM.
- *10.10 (h) Third Amendment, dated as of August 5, 2006, to Lease Agreement, dated as of October 1, 1996, by and between Stadium Promenade LLC as landlord and Century Theatres, Inc., as tenant, for Century Stadium 25, Orange, CA.
- *10.10 (i) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of March 7, 1997, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century Sparks, Sparks, NV.
- *10.10 (j) Third Amendment, dated as of August 5, 2006, to Lease Agreement, dated as of April 10, 1998, by and between Dyer Triangle LLC, as landlord and Century Theatres, Inc., as tenant, for Century 25 Union Landing, Union City, CA.
- *10.10 (k) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of April 17, 1998, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century Larkspur, Larkspur, CA.
- *10.10 (l) Fifth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between SYUT Properties, Inc. (succeeded by Syufy Properties, Inc.), as landlord and Century Theatres of Utah, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century 16, Salt Lake City, UT.
- *10.10 (m) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Northridge 14, Salinas, CA.
- *10.10 (n) Fifth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century 16, Sacramento, CA
- *31.1 Certification of Tim Warner, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- *31.2 Certification of Robert Copple, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- *32.1 Certification of Tim Warner, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as added by Section 906 of the Sarbanes-Oxley Act of 2002.
- *32.2 Certification of Robert Copple, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as added by Section 906 of the Sarbanes-Oxley Act of 2002.
- *101 Financial Statements from the quarterly report on Form 10-Q of Cinemark Holdings, Inc. for the quarter ended September 30, 2013, filed November 7, 2013, formatted in XBRL: (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Income, (iii) the Condensed Consolidated Statements of Comprehensive Income, (iv) the Condensed Consolidated Statements of Cash Flows and (v) the Notes to Condensed Consolidated Financial Statements tagged as detailed text.

* filed herewith.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CINEMARK HOLDINGS, INC.
Registrant

DATE: November 7, 2013

/s/ Tim Warner
Tim Warner
Chief Executive Officer

/s/ Robert Copple
Robert Copple
Chief Financial Officer

Table of Contents**EXHIBIT INDEX**

- *10.10 (a) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century Stadium 14, Sacramento, CA.
- *10.10 (b) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of December 1, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century Laguna 16, Elk Grove, CA.
- *10.10 (c) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of December 1, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century 14, Folsom, CA.
- *10.10 (d) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century Cinema 16, Mountain View, CA.
- *10.10 (e) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 3, 1996, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century 14, Roseville, CA.
- *10.10 (f) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of August 1, 1997, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century Park Lane 16, Reno, NV.
- *10.10 (g) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of July 1, 1996, by and between SYNM Properties Inc. (succeeded by Syufy Properties, Inc.), as landlord and Century Theatres, Inc., as tenant, Century Rio 24, Albuquerque, NM.
- *10.10 (h) Third Amendment, dated as of August 5, 2006, to Lease Agreement, dated as of October 1, 1996, by and between Stadium Promenade LLC as landlord and Century Theatres, Inc., as tenant, for Century Stadium 25, Orange, CA.
- *10.10 (i) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of March 7, 1997, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century Sparks, Sparks, NV.
- *10.10 (j) Third Amendment, dated as of August 5, 2006, to Lease Agreement, dated as of April 10, 1998, by and between Dyer Triangle LLC, as landlord and Century Theatres, Inc., as tenant, for Century 25 Union Landing, Union City, CA.
- *10.10 (k) Fourth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of April 17, 1998, by and between Syufy Enterprises, L.P., as landlord and Century Theatres, Inc., as tenant, for Century Larkspur, Larkspur, CA.
- *10.10 (l) Fifth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between SYUT Properties, Inc. (succeeded by Syufy Properties, Inc.), as landlord and Century Theatres of Utah, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century 16, Salt Lake City, UT.
- *10.10 (m) Third Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Northridge 14, Salinas, CA.
- *10.10 (n) Fifth Amendment, dated as of August 7, 2006, to Indenture of Lease, dated as of September 30, 1995, by and between Syufy Enterprises, L.P., as landlord and Century Theatres of California, Inc. (succeeded by Century Theatres, Inc.), as tenant, for Century 16, Sacramento, CA
- *31.1 Certification of Tim Warner, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- *31.2 Certification of Robert Copple, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- *32.1 Certification of Tim Warner, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as added by Section 906 of the Sarbanes-Oxley Act of 2002.
- *32.2 Certification of Robert Copple, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as added by Section 906 of the Sarbanes-Oxley Act of 2002.
- *101 Financial Statements from the quarterly report on Form 10-Q of Cinemark Holdings, Inc. for the quarter ended September 30, 2013, filed November 7, 2013, formatted in XBRL: (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Income, (iii) the Condensed Consolidated Statements of Comprehensive Income, (iv) the Condensed Consolidated Statements of Cash Flows and (v) the Notes to Condensed Consolidated Financial Statements tagged as detailed text.

* filed herewith.

FOURTH AMENDMENT TO LEASE
 (Stadium 14, Sacramento)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres of California Inc., a California corporation (“Original Tenant”), entered into a certain Lease dated as of September 30, 1995 (the “Original Lease”), for certain premises located in Sacramento, California.

B. The Original Lease has been previously amended by that certain (i) Letter Agreement dated as of March 3, 1999, (ii) First Amendment to Lease dated as of September 1, 2000 (the “First Amendment”), (iii) Second Amendment to Lease dated as of April 15, 2005 (the “Second Amendment”), and (iv) Third Amendment to Lease dated as of September 29, 2005 (the “Third Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options**. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise and validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the County of Sacramento typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) *provided* that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure, (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

6. **Damage and Destruction – Repairs by Tenant**. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior

written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds One Hundred Million Dollars (\$100,000,000.00) calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a “Reassessment”) for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term “Tax Increase” shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;

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- (ii) Attributable to the annual inflationary increases in real estate taxes; or
 - (iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the (10th) tenth anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment hereof.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without

limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

14. **Alterations and Development by Landlord.** Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food), a liquor store (other than first-class or upper-end wine and liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

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- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
 - (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. **Permitted Use and Operations.** From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

16. **No Obligation To Continuously Operate** Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

17. **Removal of Equipment, Surrender and Demolition.** Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

18. **California Remedies.** Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease,

including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

19. **Termination of Lease and Lessee's Right to Possession.** Section 15.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;
- (4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and
- (5) for any other sums due."

20. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
 c/o Cinemark, Inc.
 3900 Dallas Parkway
 Suite 500
 Plano, TX 75093
 Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

21. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms “Leased Premises”, “Demised Premises” or “Premises” (and whether or not capitalized) is used herein, it shall be understood to mean the “premises leased hereby”; and whenever the term “Entire Premises” is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to “Syufy Enterprises, L.P., a California limited partnership” (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term “Non-leased Premises” shall mean the Entire Premises less the Leased Premises.

22. **Prior Amendments.** All of the provisions of the Second Amendment and the Third Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such Second Amendment and Third Amendment in their entirety.

23. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the “Lease” shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

FOURTH AMENDMENT TO LEASE
 (Laguna)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

- A. Landlord and Century Theatres of California, Inc., a California corporation (“Original Tenant”), entered into a certain Lease dated as of December 1, 1995 (the “Original Lease”), for certain premises located in Laguna, Elk Grove, California.
- B. The Original Lease has been previously amended by that certain (i) First Amendment to Lease dated as of September 1, 2000 (the “First Amendment”), (ii) Second Amendment to Lease dated as of April 15, 2005 (the “Second Amendment”) and (iii) Third Amendment to Lease dated as of September 29, 2005 (the “Third Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.
- C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.
- D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.
2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options**. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise of validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the County of Sacramento typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) *provided* that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

6. **Damage and Destruction – Repairs by Tenant**. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this Section, except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior

written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a “Reassessment”) for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term “Tax Increase” shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or

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- (iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial in Tenant's use of the Leased Premises as a motion picture theatre complex, including (without limitation) the conversion to stadium seating of the auditoria (if any) in the Leased Premises. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Any alterations, improvements or changes by Tenant must be consistent with the use and operation of the Leased Premises as a motion picture theatre complex. Tenant shall be required to complete all alterations, improvements and changes undertaken by Tenant. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without

limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

14. **Alterations and Development by Landlord.** Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

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- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
 - (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. **Permitted Use and Operations.** From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second-run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

16. **No Obligation To Continuously Operate** Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

17. **Removal of Equipment, Surrender and Demolition.** Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

18. 12% Rent Conversion and Early Termination.

(a) As of the Effective Date hereof, the parties have been made aware of the possibility that a new motion picture theatre complex may be developed and operated in the [Proposed GGP Elk Grove Promenade project] located in South Sacramento, California (the "Nearby Theatre").

(b) If the Nearby Theatre opens for business and thereafter during any consecutive twelve (12) calendar month period (the "First Test Period"), the Theatre Level Cash Flow ("TLCF"), as defined in Exhibit "A-3" hereto, for the Leased Premises over such First Test Period is less than zero, then upon notice from Tenant to Landlord at any time when the TLCF over the most current trailing twelve (12) month period was negative or within forty-five (45) days after such Test Period, the 12% Rent Conversion (defined below) will become effective; provided, however, that such notice and Tenant's right pursuant to the 12% Rent Conversion as provided in this subparagraph (b) shall be void and ineffective unless Tenant shall have satisfied the Operating Condition (defined in Section 4 above) throughout the First Test Period. In order to be effective, Tenant's notice to Landlord under this subparagraph (b) shall include a written certification to Landlord from Tenant's chief financial officer or controller confirming that the TLCF for the First Test Period is less than zero. Provided Tenant has satisfied the aforesaid conditions, then effective as of the first day of the first calendar month following Landlord's receipt of Tenant's notice as provided above and thereafter so long as Tenant continues to satisfy the Operating Condition, in lieu of Base Rent and Percentage Rent as calculated in Sections 4.01 and 4.02 of the Lease and otherwise due under the Lease (but not in lieu of Tenant's share of Impositions or any other amounts payable by Tenant under the Lease, which will continue to be due and payable by Tenant as provided in the Lease) Tenant shall pay to Landlord on a monthly basis an amount equal to twelve percent (12%) of Tenant's Gross Sales, as defined in Section 10 above (the "12% Rent Conversion"). Such amount shall be paid by Tenant monthly in arrears on or before the thirtieth (30th) day after the end of each calendar month. Within sixty (60) days after the end of each fiscal year, Tenant shall provide a written certification of Tenant's Gross Sales for the applicable period, executed by the chief financial officer or controller of Tenant, which shall be subject to the same year-end reporting and reconciliation procedures and the verification and audit rights of Landlord that apply to Percentage Rent under this Lease.

(c) (i) If the 12% Rent Conversion occurs and thereafter during any consecutive twelve (12) calendar month period (the "Second Test Period"), the TLCF for the Leased Premises is less than zero, then Tenant shall have the right to be exercised by written notice to Landlord at any time when the TLCF over the most current trailing twelve (12) month period was negative or within forty-five (45) days after such Second Test Period, to terminate the Lease as provided below in this subparagraph (c); provided, however, that such notice and Tenant's right to terminate the Lease as provided in this subparagraph (c) shall be void and ineffective unless Tenant shall have satisfied the Operating Condition (defined above) continuously throughout the Second Test Period. In order to be effective, Tenant's notice to Landlord under this subparagraph (c) shall include a written certification to Landlord from Tenant's chief financial officer or controller that the TLCF for the Second Test Period is less than zero. Provided Tenant has satisfied the aforesaid conditions, then this Lease shall be terminated effective as of the date which is thirty (30) days after the expiration of the termination notice.

(ii) If the 12% Rent Conversion occurs, and if at anytime thereafter, Tenant reasonably determines that it is necessary or appropriate to undertake in any prospective 12-month period (the "Cap Ex Test Period"), aggregate capital expenditures (i.e., expenditures required to be capitalized rather than expensed under Tenant's normal income tax accounting procedures) for any repairs and maintenance to the Leased Premises in excess of Fifty Thousand Dollars (\$50,000) which Tenant is otherwise unwilling to make, then, Tenant shall have the right and option to terminate the Lease upon thirty (30) days prior written notice to Landlord, subject to the following terms and conditions:

(A) Tenant's notice of termination shall specify in reasonable detail the applicable capital expenditures (the "Cap Ex Projects"), the projected commencement date of each Cap Ex Project and the estimated costs thereof (the "Projected Cap Ex Costs"), prior to incurring same and prior to the commencement of the Cap Ex Test Period; (B) Landlord shall have the ability (but not the obligation) to nullify Tenant's exercise of the termination option set forth in this subclause (ii) by delivering written notice to Tenant within ten (10) business days after the date of its receipt of Tenant's termination notice stating either that (1) Landlord shall reimburse Tenant for the amount by which the actual cost incurred by Tenant (within thirty (30) days of receipt of reasonable documentation of such expense) during the Cap Ex Test Period for the identified Cap Ex Projects (but not more than the Projected Cap Ex Costs) exceed \$50,000.00, or (2) Landlord waives its right to terminate this Lease pursuant to Section 18(d) below during the applicable Cap Ex Test Period; (C) if Landlord so nullifies Tenant's purported termination, then Tenant shall be required to undertake the Cap Ex Projects not later than thirty (30) days after the applicable dates specified in Tenant's notice of termination and thereafter to diligently prosecute the Cap Ex Projects to completion, at Tenant's sole cost and expense (subject to reimbursement from Landlord as provided above, if applicable); and (D) if Tenant fails to undertake and complete the identified Cap Ex Projects as aforesaid, then (x) such failure shall constitute a default by Tenant under the Lease, and (y) Landlord's termination rights under Section 18(d) below will be immediately reinstated (notwithstanding the waiver pursuant to clause (2) above, if applicable).

Notwithstanding anything to the contrary set forth in the Lease, including Section 16 above, if Tenant elects to terminate this Lease pursuant to this Section 17 and Landlord demolishes the theatre building of the Leased Premise within twelve (12) months after the date of termination, then Tenant shall reimburse Landlord for the actual out-of-pocket costs incurred by Landlord to demolish the theatre building (including, without limitation, the costs to remove from the Leased Premises all building materials and debris and all footings, foundations, utility lines and other underground installations that serve the Leased Premises and the costs to restore the surface of the Premises to a graded and landscaped surface); provided, however, that Tenant's reimbursement obligations shall not exceed an amount equal to the product of \$7.50 psf multiplied by the ground floor area of the theatre building (in square feet). Tenant shall pay the amount due under this paragraph within thirty (30) days after receiving Landlord's written demand for reimbursement, which shall include reasonable supporting documentation confirming the costs so incurred by Landlord. Tenant's obligations under this paragraph shall expressly survive the termination of the Lease.

(d) If the 12% Rent Conversion occurs, then Landlord shall have the right at anytime thereafter to terminate this Lease upon not less than thirty (30) days prior written notice to Tenant.

19. California Remedies. Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

20. Termination of Lease and Lessee's Right to Possession. Section 14.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;
- (4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and
- (5) for any other sums due."

21. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
 c/o Cinemark, Inc.
 3900 Dallas Parkway
 Suite 500
 Plano, TX 75093
 Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

22. Miscellaneous Amendments. Notwithstanding anything contained herein to the contrary, whenever any of the terms “Leased Premises”, “Demised Premises” or “Premises” (and whether or not capitalized) is used herein, it shall be understood to mean the “premises leased hereby”; and whenever the term “Entire Premises” is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to “Syufy Enterprises, L.P., a California limited partnership” (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term “Non-leased Premises” shall mean the Entire Premises less the Leased Premises.

23. Prior Amendments. All of the provisions of the Second Amendment and Third Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such Second Amendment and Third Amendment in their entirety.

24. Effect of Amendment. The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the “Lease” shall mean and refer to the Lease, as amended and modified by this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

A3-13

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

FOURTH AMENDMENT TO LEASE
(Folsom)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres of California, Inc., a California corporation (“Original Tenant”), entered into a certain Lease dated as of December 1, 1995 (the “Original Lease”), for certain premises located in Folsom, California.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of September 1, 2000 (the “First Amendment”), (ii) that certain Second Amendment to Lease dated as of April 15, 2005 (the “Second Amendment”), and (iii) that certain Third Amendment to Lease dated as of September 29, 2005 (the “Third Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options**. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise of validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in Sacramento, California metropolitan area typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

6. **Damage and Destruction – Repairs by Tenant**. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this Section, except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior

written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a “Reassessment”) for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term “Tax Increase” shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or

(iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial in Tenant's use of the Leased Premises as a motion picture theatre complex, including (without limitation) the conversion to stadium seating of the auditoria (if any) in the Leased Premises. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Any alterations, improvements or changes by Tenant must be consistent with the use and operation of the Leased Premises as a motion picture theatre complex. Tenant shall be required to complete all alterations, improvements and changes undertaken by Tenant. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without

limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

14. Alterations and Development by Landlord. Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

(a) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.

(b) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.

(c) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

(d) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.

(e) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. Permitted Use and Operations. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as a first-class motion picture theatre complex (whether operated as a so-called "first run" theatre and/or an "art house" theatre. In no event shall Tenant be permitted to operate the Leased Premises as a so-called "second-run" theatre complex or as a so-called "adult" theatre complex.

16. Removal of Equipment, Surrender and Demolition. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

17. 12% Rent Conversion and Early Termination

(a) As of the Effective Date hereof, the parties have been made aware of the possibility that a new motion picture theatre complex may be developed and operated at the location of the existing Bradshaw drive-in on the site which is approximately 37 acres on the northwest quadrant of Bradshaw and Highway 50 (the "Nearby Theatre").

(b) If the Nearby Theatre opens for business and thereafter during any consecutive twelve (12) calendar month period (the "First Test Period"), the Theatre Level Cash Flow ("TLCF"), as defined in Exhibit "A-3" hereto, for the Leased Premises over such First Test Period is less than zero, then upon notice from Tenant to Landlord at any time when the TLCF over the most current trailing twelve (12) month period was negative or within forty-five (45) days after such Test Period, the 12% Rent Conversion (defined below) will become effective; provided, however, that such notice and Tenant's right pursuant to the 12% Rent Conversion as provided in this subparagraph (b) shall be void and ineffective unless Tenant shall have satisfied the Operating Condition (defined in Section 4 above) throughout the First Test Period. In order

to be effective, Tenant's notice to Landlord under this subparagraph (b) shall include a written certification to Landlord from Tenant's chief financial officer or controller confirming that the TLCF for the First Test Period is less than zero. Provided Tenant has satisfied the aforesaid conditions, then effective as of the first day of the first calendar month following Landlord's receipt of Tenant's notice as provided above and thereafter so long as Tenant continues to satisfy the Operating Condition, in lieu of Base Rent and Percentage Rent as calculated in Sections 4.01 and 4.02 of the Lease and otherwise due under the Lease (but not in lieu of Tenant's share of Impositions or any other amounts payable by Tenant under the Lease, which will continue to be due and payable by Tenant as provided in the Lease) Tenant shall pay to Landlord on a monthly basis an amount equal to twelve percent (12%) of Tenant's Gross Sales, as defined in Section 10 above (the "12% Rent Conversion"). Such amount shall be paid by Tenant monthly in arrears on or before the thirtieth (30th) day after the end of each calendar month. Within sixty (60) days after the end of each fiscal year, Tenant shall provide a written certification of Tenant's Gross Sales for the applicable period, executed by the chief financial officer or controller of Tenant, which shall be subject to the same year-end reporting and reconciliation procedures and the verification and audit rights of Landlord that apply to Percentage Rent under this Lease.

(c) (i) If the 12% Rent Conversion occurs and thereafter during any consecutive twelve (12) calendar month period (the "Second Test Period"), the TLCF for the Leased Premises is less than zero, then Tenant shall have the right to be exercised by written notice to Landlord at any time when the TLCF over the most current trailing twelve (12) month period was negative or within forty-five (45) days after such Second Test Period, to terminate the Lease as provided below in this subparagraph (c); provided, however, that such notice and Tenant's right to terminate the Lease as provided in this subparagraph (c) shall be void and ineffective unless Tenant shall have satisfied the Operating Condition (defined above) continuously throughout the Second Test Period. In order to be effective, Tenant's notice to Landlord under this subparagraph (c) shall include a written certification to Landlord from Tenant's chief financial officer or controller that the TLCF for the Second Test Period is less than zero. Provided Tenant has satisfied the aforesaid conditions, then this Lease shall be terminated effective as of the date which is thirty (30) days after the expiration of the termination notice.

(ii) If the 12% Rent Conversion occurs, and if at any time thereafter, Tenant reasonably determines that it is necessary or appropriate to undertake in any prospective 12-month period (the "Cap Ex Test Period"), aggregate capital expenditures (i.e., expenditures required to be capitalized rather than expensed under Tenant's normal income tax accounting procedures) for any repairs and maintenance to the Leased Premises in excess of Fifty Thousand Dollars (\$50,000) which Tenant is otherwise unwilling to make, then, Tenant shall have the right and option to terminate the Lease upon thirty (30) days prior written notice to Landlord, subject to the following terms and conditions: (A) Tenant's notice of termination shall specify in reasonable detail the applicable capital expenditures (the "Cap Ex Projects"), the projected commencement date of each Cap Ex Project and the estimated costs thereof (the "Projected Cap Ex Costs"), prior to incurring same and prior to the commencement of the Cap Ex Test Period; (B) Landlord shall have the ability (but not the obligation) to nullify Tenant's exercise of the termination option set forth in this subclause (ii) by delivering written notice to Tenant within ten (10) business days after the date of its receipt of Tenant's termination notice stating either that (1) Landlord shall reimburse Tenant for the amount by which the actual cost incurred by Tenant (within thirty (30) days of receipt of reasonable documentation of such expense) during the Cap

Ex Test Period for the identified Cap Ex Projects (but not more than the Projected Cap Ex Costs) exceed \$50,000.00, or (2) Landlord waives its right to terminate this Lease pursuant to Section 17(d) below during the applicable Cap Ex Test Period; (C) if Landlord so nullifies Tenant's purported termination, then Tenant shall be required to undertake the Cap Ex Projects not later than thirty (30) days after the applicable dates specified in Tenant's notice of termination and thereafter to diligently prosecute the Cap Ex Projects to completion, at Tenant's sole cost and expense (subject to reimbursement from Landlord as provided above, if applicable); and (D) if Tenant fails to undertake and complete the identified Cap Ex Projects as aforesaid, then (x) such failure shall constitute a default by Tenant under the Lease, and (y) Landlord's termination rights under Section 17(d) below will be immediately reinstated (notwithstanding the waiver pursuant to clause (2) above, if applicable).

Notwithstanding anything to the contrary set forth in the Lease, including Section 16 above, if Tenant elects to terminate this Lease pursuant to this Section 17 and Landlord demolishes the theatre building of the Leased Premise within twelve (12) months after the date of termination, then Tenant shall reimburse Landlord for the actual out-of-pocket costs incurred by Landlord to demolish the theatre building (including, without limitation, the costs to remove from the Leased Premises all building materials and debris and all footings, foundations, utility lines and other underground installations that serve the Leased Premises and the costs to restore the surface of the Premises to a graded and landscaped surface); provided, however, that Tenant's reimbursement obligations shall not exceed an amount equal to the product of \$7.50 psf multiplied by the ground floor area of the theatre building (in square feet). Tenant shall pay the amount due under this paragraph within thirty (30) days after receiving Landlord's written demand for reimbursement, which shall include reasonable supporting documentation confirming the costs so incurred by Landlord. Tenant's obligations under this paragraph shall expressly survive the termination of the Lease.

(d) If the 12% Rent Conversion occurs, then Landlord shall have the right at anytime thereafter to terminate this Lease upon not less than thirty (30) days prior written notice to Tenant.

18. **Restrictive Covenant.** Landlord covenants and agrees that upon the termination of the Lease for any reason other than the default of the Tenant, no portion of the Entire Premises including the Leased Premises shall be used as a motion picture theater complex for a period of 10 years from the date of termination. The terms and provisions of this Section shall survive the termination of the Lease except that the foregoing restrictive covenant shall not apply if the Lease is terminated as a consequence of a default by Tenant. Such restrictive covenant shall run with the land. Landlord agrees to execute within thirty (30) days after the request by Tenant a restrictive covenant in form appropriate for recording containing the restrictions contained herein. Tenant shall be responsible for the cost of all such recording fees.

19. **California Remedies.** Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease,

including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

20. **Termination of Lease and Lessee's Right to Possession.** Section 15.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;
- (4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and
- (5) for any other sums due."

21. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant:

Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

22. Miscellaneous Amendments. Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to "Syufy Enterprises, L.P., a California limited partnership" (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

23. Prior Amendments. All of the provisions of the Second Amendment and the Third Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such Second Amendment and Third Amendment in their entirety.

24. Effect of Amendment. The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures appear on following page]

A-3-13

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

A-3-14

FOURTH AMENDMENT TO LEASE
(Mountain View)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres of California, Inc., a California corporation (“Original Tenant”), entered into a certain Lease dated as of September 30, 1995 (the “Original Lease”), for certain premises located in Mountain View, California.

B. The Original Lease has been previously amended by that certain (i) First Amendment to Lease dated as of September 1, 2000 (the “First Amendment”), (ii) Second Amendment to Lease dated as of April 15, 2005 (the “Second Amendment”), and (iii) Third Amendment to Lease dated as of September 29, 2005 (the “Third Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Amended Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. Recitals Incorporated; Certain Defined Terms. The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. Effectiveness. The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. Initial Term of Lease and Extension Options. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise and validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2021 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term, for one (1) Renewal Term of five (5) years.

4. Rent Reduction. Tenant shall be entitled to a credit against the Base Rent otherwise due under the Lease, in an amount equal to the positive difference between (i) the Net Unrecovered Occupancy Costs (defined below) incurred by Tenant after the Effective Date and before May 31, 2010, and (ii) the SFS Offset Amount (defined below) which corresponds to such Net Unrecovered Occupancy Costs. As used herein, the term "Net Unrecovered Occupancy Costs" shall have the same meaning that such term has under the Lease Agreement dated March 23, 2004 between Tenant and Santa Fe Station, Inc. for premises located at the Santa Fe Station Casino in Las Vegas, Nevada as in effect on the Effective Date (the "SFS Lease"). As used herein, the term "SFS Offset Amount" shall mean the amounts payable to Tenant under Section 13.9(c) of the SFS Lease. The credits afforded to Tenant hereunder shall be determined and applied monthly, upon Landlord's receipt of Tenant's written certification of same together with reasonable supporting documentation of the Net Unrecovered Occupancy Costs and the SFS Offset Amount. Landlord and Tenant shall cooperate in good faith to determine and reconcile the amount of any credits to which Tenant is entitled under this Section.

5. Landlord's Recapture Right. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the County of Santa Clara typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty); provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

6. Self-Insurance of Property/Casualty Risks. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

7. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) Tenant's Obligation to Repair. If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this Section, except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) Damage in Excess of 20%. If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in subsection (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

8. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 6 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

9. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided

to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

10. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

11. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

"Gross Sales" shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from "Gross Sales" (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant's actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called "four-wall deals" with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such "four-wall deals" shall be included in "Gross Sales" under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from "Gross Sales" (if and to the extent previously included in "Gross Sales").

12. Taxes. Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a "Reassessment") for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term "Tax Increase" shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or
- (iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

13. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial in Tenant's use of the Leased Premises as a motion picture theatre complex, including (without limitation) the conversion to stadium seating of the auditoria (if any) in the Leased Premises. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Any alterations, improvements or changes by Tenant must be consistent with the use and operation of the Leased Premises as a motion picture theatre complex. Tenant shall be required to complete all alterations, improvements and changes undertaken by Tenant. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 5 of this Amendment.

14. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

15. Alterations and Development by Landlord. Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and

adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.

- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sess, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.
- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
- (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

16. Permitted Use and Operations. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second-run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

17. No Obligation To Continuously Operate Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

18. Removal of Equipment, Surrender and Demolition. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

19. California Remedies. Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

20. Termination of Lease and Lessee's Right to Possession. Section 15.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the

remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

(1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;

(3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;

(4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and

(5) for any other sums due."

21. Notices. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

22. Miscellaneous Amendments. Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein

(and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby ; and any and all references to "Syufy Enterprises, L.P., a California limited partnership" (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

23. Prior Amendments. All of the provisions of the Second Amendment and the Third Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such Second Amendment and Third Amendment in their entirety.

24. Effect of Amendment. The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE
(Roseville)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres, Inc., a Delaware corporation (“Original Tenant”), entered into a certain Lease dated as of September 3, 1996 (the “Original Lease”) for certain premises located in Roseville, California.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of April 15, 2005 (the “First Amendment”), and (ii) that certain Second Amendment to Lease dated as of September 29, 2005 (the “Second Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”).

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Extension Options.** Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise and validity of such Renewal Terms, rather than two (2) Renewal Terms of five (5) years each and one (1) additional period of four (4) years (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. Landlord's Recapture Right. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the Sacramento, California metropolitan area typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. Self-Insurance of Property/Casualty Risks. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

6. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this Section, except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior

written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. **Leasehold Financing.** Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. **Memorandum of Lease.** On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. **Gross Sales.** Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a “Reassessment”) for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term “Tax Increase” shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or

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- (iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment hereof.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications

and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

14. **Alterations and Development by Landlord.** Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

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- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
 - (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. **Permitted Use and Operations.** From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second-run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

16. **No Obligation To Continuously Operate** Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

17. **Removal of Equipment, Surrender and Demolition.** Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

18. **California Remedies.** Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due.
Landlord

has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

19. **Termination of Lease and Lessee's Right to Possession**. Section 14.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

- (A) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (B) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;
- (C) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;
- (D) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and
- (E) for any other sums due."

20. **Notices**. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses

set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

21. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms “Leased Premises”, “Demised Premises” or “Premises” (and whether or not capitalized) is used herein, it shall be understood to mean the “premises leased hereby”; and whenever the term “Entire Premises” is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to “Syufy Enterprises, L.P., a California limited partnership” (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term “Non-leased Premises” shall mean the Entire Premises less the Leased Premises.

22. **Prior Amendments.** The First Amendment and the Second Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such First Amendment and Second Amendment in their entirety.

23. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the “Lease” shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE
 (Parklane, Nevada)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres, Inc., a Delaware corporation (“Original Tenant”), entered into a certain Lease dated as of August 1, 1997 (the “Original Lease”), for certain premises located in Reno, Nevada.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of April 15, 2005 (the “First Amendment”) and (ii) that certain Second Amendment to Lease dated as of September 29, 2005 (the “Second Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options.** Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise an validity of such Renewal Terms, rather than two (2) Renewal Terms of five (5) years and one

(1) additional Renewal Term of four (4) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. Landlord's Recapture Right If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the Reno, Nevada metropolitan area typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. Self-Insurance of Property/Casualty Risks Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

6. Damage and Destruction – Repairs by Tenant Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or

individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

"Gross Sales" shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the

Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from "Gross Sales" (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant's actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called "four-wall deals" with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such "four-wall deals" shall be included in "Gross Sales" under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from "Gross Sales" (if and to the extent previously included in "Gross Sales").

11. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment.

12. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively “Rooftop Equipment”) on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord’s permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord’s successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

13. Alterations and Development by Landlord. Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord’s usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the “Contiguous Property”) may be made without Tenant’s consent only if such alterations or new construction do not materially and adversely affect Tenant’s operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant’s operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant’s operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than

first-class or upper-end wine store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
- (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

14. **Permitted Use and Operations**. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

15. **No Obligation To Continuously Operate** Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

16. **Removal of Equipment, Surrender and Demolition**. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

17. **Remedies**. The references in Article XIV of the Lease to California Code Sections shall be disregarded. In the event of a breach or default by Tenant which is not cured within the applicable cure periods, if any, set forth in the Lease, Landlord shall have any and all remedies now or later allowed by law or equity.

18. **[Intentionally Omitted.]**

19. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with applicable law.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickie, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

20. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms “Leased Premises”, “Demised Premises” or “Premises” (and whether or not capitalized) is used herein, it shall be understood to mean the “premises leased hereby”; and whenever the term “Entire Premises” is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to “Syufy Enterprises, L.P., a California limited partnership” (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term “Non-leased Premises” shall mean the Entire Premises less the Leased Premises.

21. **Prior Amendments.** The First Amendment and the Second Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such First Amendment and Second Amendment in their entirety.

22. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the “Lease” shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE
(Rio 24)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY PROPERTIES, INC.**, a California corporation (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. SYNM Properties, Inc. (“Original Landlord”) and Century Theatres, Inc., a Delaware corporation (“Original Tenant”), entered into a certain Lease dated as of July 1, 1996 (the “Original Lease”), for certain premises located in Albuquerque, New Mexico.

B. The Original Lease has been previously amended by that certain (i) First Amendment to Lease dated as of April 15, 2005 (the “First Amendment”) and (ii) Second Amendment to Lease dated as of September 29, 2005 (the “Second Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”).

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord has succeeded to the interests and assumed the obligation of Original Landlord as the lessor under the Lease.

E. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Extension Options**. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise and validity of such Renewal Terms, rather than two (2) Renewal Terms of five (5) years each and one (1) additional period of four (4) years (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the County of Bernalillo typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

6. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant’s exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics’ or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and

ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment hereof.

12. **Rooftop Equipment and Access.** Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

13. **Alterations and Development by Landlord.** Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.

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- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sues, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.
 - (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
 - (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

14. **Permitted Use and Operations.** From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second-run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

15. **No Obligation To Continuously Operate.** Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

16. **Removal of Equipment, Surrender and Demolition.** Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

17. **Remedies**. The references in Article XIV of the Lease to California Code sections shall be disregarded. In the event of a breach or default by Tenant which is not cured within the applicable cure period (if any) set forth in the Lease, Landlord shall have any and all remedies now or later allowed by law or equity.

18. **Notices**. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with applicable law.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Properties, Inc.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

19. Miscellaneous Amendments. Notwithstanding anything contained herein to the contrary, whenever any of the terms “Leased Premises”, “Demised Premises” or “Premises” (and whether or not capitalized) is used herein, it shall be understood to mean the “premises leased hereby”; and whenever the term “Entire Premises” is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby. The term “Non-leased Premises” shall mean the Entire Premises less the Leased Premises.

20. Prior Amendments. The First Amendment and the Second Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such First Amendment and Second Amendment in their entirety.

21. Effect of Amendment. The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the “Lease” shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY PROPERTIES, INC., a California corporation

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE
(Stadium Orange)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 5, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **STADIUM PROMENADE LLC**, a California limited liability company (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theaters, Inc., a Delaware corporation (“Original Tenant”), entered into a certain Lease dated as of October 1, 1996 (the “Original Lease”) for certain premises located in City of Orange, California.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of April 15, 2005 (the “First Amendment”), and (ii) that certain Second Amendment to Lease dated as of September 29, 2005 (the “Second Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”).

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Amendment shall become void *ab initio* and of no force and effect.

3. **Site Plan.** The Site Plan attached as Exhibit A to the Original Lease is hereby deleted and replaced by Exhibit A attached hereto and made a part hereof. All references in the Lease to the Site Plan shall mean and refer to Exhibit "A" attached hereto.

4. **Extension of Term.** The second sentence of Section 3.02 of the Original Lease shall be deemed deleted in its entirety and shall be of no further force or effect.

5. **Landlord's Recapture Right.** If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the Los Angeles, Orange County and Inland Empire MSA (the "Applicable MSA") typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty *provided* that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practically operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

6. **Trade Name.** Notwithstanding Sections 1.02.4 and 10.01 of the Original Lease, if Tenant shall change the trade name under which the majority of its motion picture theater complexes are operated, or if Tenant shall assign the Lease or sublet the Premises in accordance with Lease, then the Premises may be operated under the trade name used by Tenant or such assignee or subtenant (as the case may be) in the majority of the motion picture theatre complexes that it operates.

7. **Hours of Operation.** Notwithstanding anything contained in Section 10.02 of the Original Lease to the contrary, Tenant shall not be obligated to open or operate its business in the Premises on such days or at such times that a majority of other first-class motion picture theater complexes (whether owned by Tenant or others) in the Applicable MSA market area typically are not open and operating for business.

8. Self-Insurance of Property/Casualty Risks. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

9. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

10. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XVIII of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 8 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

11. **Leasehold Financing**. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

12. **Memorandum of Lease**. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

13. **Gross Sales**. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

"Gross Sales" shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from "Gross Sales" (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant's actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called "four-wall deals"

with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such "four-wall deals" shall be included in "Gross Sales" under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from "Gross Sales" (if and to the extent previously included in "Gross Sales").

14. Common Area Expenses. Notwithstanding any other provision in the Lease to the contrary, Landlord and Tenant hereby acknowledge, understand and agree that, for the period commencing on August 5, 2006 and expiring on December 31, 2012, in addition to the administrative fee set forth in Section 12.04 of the Lease, the amount of the management fee payable by Tenant to Landlord as a component of Common Area Expenses shall be equal to five percent (5%) of the total gross revenues (including, but not limited to, all rents, reimbursements and other revenues) that Landlord receives from all of the occupants in the Entire Premises for each applicable calendar year (the "Management Fee Amount"). However, commencing on January 1, 2013, and thereafter throughout the remainder of the Term of the Lease (except for the periodic Index increases set forth below), in addition to the administrative fee set forth in Section 12.04 of the Lease, the amount of the annual management fee payable by Tenant to Landlord as a component of Common Area Expenses shall be the lesser of (i) the Management Fee Amount, or (ii) \$181,827 (the "Management Fee Cap"). Notwithstanding the foregoing, the Management Fee Cap shall be increased, concurrently when the amount of Minimum Rent is increased in accordance with the schedule set forth in Section 1.02.6 of the Lease, in direct proportion to the percentage increase in the Index (defined in Section 25.01(a) of the Lease) in accordance with the procedure set forth in the first sentence in Section 25.01(b) of the Lease, except that (and notwithstanding the provisions set forth in the second sentence in Section 25.01(b) of the Lease), the Comparison Month shall be three (3) months prior to the date that the amount of Minimum Rent is increased in accordance with the schedule set forth in Section 1.02.6 of the Lease, and the Base Month shall be the month in the calendar year of 2012 that is the same month of the calendar year in which the Comparison Month occurs. As a hypothetical example, and for illustration purposes only, since the Management Fee Cap is \$181,827, and if the amount of Minimum Rent is increased (in accordance with the schedule set forth in Section 1.02.6 of the Lease) in November, 2017, the Comparison Month would be August, 2017 (with a hypothetical Index amount of 110.0) and the Base Month would be August, 2012 (with a hypothetical Index amount of 100.0), the Management Fee Cap would be increased to \$200,009.70, and would be calculated as follows:

$$\$181,827 \times \frac{110.0}{100.0} = \$200,009.70$$

Further, Landlord and Tenant hereby agree that, for the period commencing on August 5, 2006 and expiring on December 31, 2012, Landlord's calculation of all Real Property Taxes and all Common Area Expenses chargeable to Tenant and paid by Tenant (including, but not limited to, Landlord Carried Insurance, management fees and administrative fees) is correct,

accurate and binding on Landlord and Tenant. Landlord and Tenant hereby waive and relinquish any and all rights to challenge, dispute or contest Landlord's calculation of such Real Property Taxes or such Common Area Expenses (including, but not limited to, Landlord Carried Insurance, management fees and administrative fees) chargeable to Tenant and paid by Tenant during such period, and shall make no demand or claim against the other party in connection with the same.

15. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the seven (7) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a "Reassessment") for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term "Tax Increase" shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or
- (iii) Attributable to the Acquisition on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the seven (7) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the seventh (7th) anniversary of the Effective Date of this Amendment.

16. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations, changes and improvements, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 5 of this Amendment. In addition, Tenant shall not move the main entrance of the theater without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

17. Conditions of Record. Notwithstanding anything contained in the Lease to the contrary (including, without limitation, Section 2.04 of the Original Lease), Tenant shall not be bound by any future documents of record, if and to the extent that the terms and provisions thereof would (i) conflict with Tenant's express rights and privileges under the Lease or Landlord's express duties and obligations under the Lease, or (ii) materially and adversely impact Tenant's operation of the Premises as a motion picture theatre, or (iii) materially increase the cost to Tenant of operating its business at the Premises. In addition, Landlord covenants and agrees that any covenants or other restrictions of record hereafter recorded against the Entire Premises (or any portion thereof) and binding upon the Premises will be applied in a non-discriminatory manner to all tenants and occupants of the Entire Premises (subject to reasonable and customary distinctions for size and use of the affected premises).

18. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder. Notwithstanding the foregoing, Tenant's exclusive rights are subject to any agreements existing on the date hereof and any extensions thereof that may be exercised by the licensee or lessee thereunder regarding Rooftop Equipment. The lessees or licensees under such agreements may unilaterally extend or renew if and to the extent provided under such agreements, but Landlord may not renew or extend such agreements or extend such agreements unilaterally if such systems interfere with the transmission received by Tenant's Rooftop Equipment installed pursuant to this Section.

19. **Alterations and Development by Landlord.** (i) Notwithstanding anything to the contrary set forth in the Lease (including, without limitation, Section 2.02 and Section 2.03), and except as substantially shown on the Site Plan attached hereto, Tenant's prior written consent (which shall not be unreasonably withheld, delayed or conditioned) shall be required only with respect to any new buildings, improvements (but not maintenance or repairs), alterations or additions located or proposed to be located within the "Protected Area" (but not outside the Protected Area) of the Entire Premises (as shown on the Site Plan). Tenant shall not withhold its consent unless any such new buildings, improvements, alterations or additions would materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage) in a direct and demonstrable manner.

- (ii) Landlord shall not lease, sell or use any space on the Entire Premises or contiguous property which permits the operation of a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on the Entire Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food, a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"; a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.
- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre. In addition, Landlord shall not place any carts, kiosks, or other temporary structures selling any items within an area that is seventy (70) feet in either direction from the center line of the main entrance of Tenant's Building and extending out from such main entrance to the curb as shown as the No Kiosk Area on the Site Plan. Notwithstanding the foregoing provisions of this Subsection 18(iv), landlord may have only one (1) normal size kiosk (no greater than five feet (5') in width and eight feet (8') in length) selling food and beverages (except for popcorn and bulk candy which may not be sold in such kiosk) within ten feet (10') of the perimeter of the existing water feature shown on the Site Plan.
- (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

(vi) Any improvements in the area shown as the Future Pad (Building 12) on the Site Plan shall not exceed 10,000 square feet in area and twenty eight feet (28') in height, other than an entrance element no wider than twelve feet (12'), and shall be limited to retail/office use.

20. **Signage**. Notwithstanding Section 14.04 of the Original Lease to the contrary, Tenant shall not be required to remove or pay for the removal of its signage (or the installation of new signage) as a consequence of Landlord's revision of the Sign Criteria. The responsibilities of Tenant with respect to the maintenance, repair and replacement of Tenant's signage shall be governed by Article XI of the Lease, subject to the restrictions and approval rights of Landlord under Article XIV of the Lease (as hereby amended). If new pylon and/or monument signs are constructed in the Entire Premises, as to any such signs on which Tenant has a sign panel, Tenant will pay Tenant's *pro rata* share (based on the relative size of Tenant's sign panel to all of the sign panels on the applicable signs) of the costs to construct such signs. In the event any such new signs are constructed, Tenant shall have the right, but not the obligation, to place its sign panel at the top sign panel position on such signs. Tenant must elect to install such panels within thirty (30) days after Landlord notifies Tenant that the sign structure is available for sign panels, and if Tenant so elects, Tenant shall promptly thereafter install Tenant's sign panel(s).

21. **Competition/Radius Restriction**. The radius restriction in Section 10.03 of the Original Lease shall not apply to any motion picture theatre complex which is developed, open and operating for business prior to Tenant or any affiliate of Tenant acquiring (or agreeing to acquire) any interest therein (as owner, lessee, operator, manager or otherwise).

22. **Removal of Equipment, Surrender and Demolition**. Upon the expiration of the Term or earlier termination of the Lease, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be obligated to remove and/or demolish the theater building (except as required by Section 9(B) above).

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

23. California Remedies. Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

24. Termination of Lease and Lessee's Right to Possession. The fourth (4th) sentence of the fourth (4th) paragraph of Section 22.02 of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;
- (4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and
- (5) for any other sums due."

25. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Stadium Promenade, LLC
 c/o SyWest Development
 Attention: William Vierra

To Tenant: Century Theatres, Inc.
 c/o Cinemark, Inc.
 3900 Dallas Parkway
 Suite 100
 Plano, TX 75093
 Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

26. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to "Syufy Enterprises, L.P., a California limited partnership" (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

27. **Name of Center.** The name of the Center is Stadium Promenade.

28. **Prior Amendments.** The First Amendment and the Second Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall replace and restate such First Amendment and Second Amendment in their entirety.

29. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

30. **Passes.** On the condition that Syufy Enterprises, LP is affiliated with Landlord, Tenant shall provide Landlord throughout the Term of the Lease (including any extension periods) with one hundred twenty-five (125) annual passes, each good for admission by bearer, plus a guest each year. The passes shall carry no surcharge or fee and shall not otherwise impose restrictions beyond those required by the film distribution companies. The passes shall provide admission to any of Tenant's and Tenant's affiliates' theaters in the United States.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

STADIUM PROMENADE, LLC,
a California limited liability company

By: Syufy Enterprises, L.P.,
a California limited partnership
Its: Sole Managing Member

By: Syufy Properties, Inc.,
a California corporation
Its: General Partner

By: /s/ William Vierra
William Vierra
Its: Senior Vice President

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE
(Sparks, Nevada)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres, Inc., a Delaware corporation (“Original Tenant”), entered into a certain Lease dated as of March 7, 1997 (the “Original Lease”), for certain premises located in Sparks, Nevada.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of April 15, 2005 (the “First Amendment”) and (ii) that certain Second Amendment to Lease dated as of September 29, 2005 (the “Second Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. Recitals Incorporated; Certain Defined Terms. The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. Effectiveness. The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. Initial Term of Lease and Extension Options. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise an validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall

expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each and one (1) additional period of four (4) years (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the Reno/Sparks metropolitan areas typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practically operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

6. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior

written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant’s exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics’ or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant’s reasonable judgment to close any of the motion picture screens during the period in which any of Tenant’s work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an “Excused Closure”, as that term is defined in Section 4 of this Amendment.

12. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively “Rooftop Equipment”) on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord’s permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord’s successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

13. Alterations and Development by Landlord. Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord’s usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the “Contiguous Property”) may be made without Tenant’s consent only if such alterations or new construction do not materially and adversely affect Tenant’s operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant’s operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant’s operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than

first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.
- (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

14. **Permitted Use and Operations**. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

15. **No Obligation To Continuously Operate** Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

16. **Removal of Equipment, Surrender and Demolition**. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

17. **[Intentionally Omitted]**.

18. **[Intentionally Omitted]**.

19. **[Intentionally Omitted]**.

20. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with applicable law.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to:
DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant:
Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

21. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to "Syufy Enterprises, L.P., a California limited partnership" (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

22. **Prior Amendments.** The First Amendment and the Second Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such First Amendment and Second Amendment in their entirety.

23. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE

(Union City, California)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 5, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **DYER TRIANGLE, LLC**, a California limited liability company (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres, Inc., a Delaware corporation (“Original Tenant”), entered into a certain Lease dated as of April 10, 1998 (the “Original Lease”), for certain premises located in Union City, California.

B. The Original Lease has been previously amended by that certain (i) First Amendment to Lease dated as of April 15, 2005 (the “First Amendment”) and (ii) Second Amendment to Lease dated as of September 29, 2005 (the “Second Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”).

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. Recitals Incorporated; Certain Defined Terms. The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. Effectiveness. The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Amendment shall become void *ab initio* and of no force and effect.

3. **Site Plan**. The Site Plan attached as Exhibit A to the Original Lease is hereby deleted and replaced by Exhibit A attached hereto and made a part hereof. All references in the Lease to the Site Plan shall mean and refer to Exhibit "A" attached hereto.

4. **Extension of Term**. The second sentence of Section 3.02 of the Original Lease shall be deemed deleted in its entirety and shall be of no further force or effect.

5. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in Contra Costa and Alameda County typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

6. **Trade Name**. Notwithstanding Sections 1.02.4 and 10.01 of the Original Lease, if Tenant shall change the trade name under which the majority of its motion picture theater complexes are operated, or if Tenant shall assign the Lease or sublet the Premises in accordance with Lease, then the Premises may be operated under the trade name used by Tenant or such assignee or subtenant (as the case may be) in the majority of the motion picture theatre complexes that it operates in the San Francisco/Bay area.

7. **Hours of Operation**. Notwithstanding anything contained in Section 10.02 of the Original Lease to the contrary, Tenant shall not be obligated to open or operate its business in the Premises on such days or at such times that a majority of other first-class motion picture theater complexes (whether owned by Tenant or others) in Contra Costa and Alameda County, California market area typically are not open and operating for business.

8. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self

insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

9. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

10. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XVIII of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 8 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

11. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

12. **Memorandum of Lease.** On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

13. **Gross Sales.** Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

"Gross Sales" shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from "Gross Sales" (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant's actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called "four-wall deals" with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such "four-wall deals" shall be included in "Gross Sales" under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from "Gross Sales" (if and to the extent previously included in "Gross Sales").

14. **Common Area Expenses** Notwithstanding any other provision in the Lease to the contrary, Landlord and Tenant hereby acknowledge, understand and agree that, for the period commencing on August 5, 2006 and expiring on December 31, 2012, in addition to the administrative fee set forth in Section 12.04 of the Lease, the amount of the management fee payable by Tenant to Landlord as a component of Common Area Expenses shall be equal to five percent (5%) of the total gross revenues (including, but not limited to, all rents, reimbursements and other revenues) that Landlord receives from all of the occupants in the Entire Premises for each applicable calendar year (the "Management Fee Amount"). However, commencing on January 1, 2013, and thereafter throughout the remainder of the Term of the Lease (except for the periodic Index increases set forth below), in addition to the administrative fee set forth in Section 12.04 of the Lease, the amount of the annual management fee payable by Tenant to Landlord as a component of Common Area Expenses shall be the lesser of (i) the Management Fee Amount, or (ii) \$141,084 (the "Management Fee Cap"). Notwithstanding the foregoing, the Management Fee Cap shall be increased, concurrently when the amount of Minimum Rent is increased in accordance with the schedule set forth in Section 1.02.6 of the Lease, in direct proportion to the percentage increase in the Index (defined in Section 25.01(a) of the Lease) in accordance with the procedure set forth in the first sentence in Section 25.01(b) of the Lease, except that (and notwithstanding the provisions set forth in the second sentence in Section 25.01(b) of the Lease), the Comparison Month shall be three (3) months prior to the date that the amount of Minimum Rent is increased in accordance with the schedule set forth in Section 1.02.6 of the Lease, and the Base Month shall be the month in the calendar year of 2012 that is the same month of the calendar year in which the Comparison Month occurs. As a hypothetical example, and for illustration purposes only, since the Management Fee Cap is \$141,084, and if the amount of Minimum Rent is increased (in accordance with the schedule set forth in Section 1.02.6 of the Lease) in November, 2017, the Comparison Month would be August, 2017 (with a hypothetical Index amount of 110.0) and the Base Month would be August, 2012 (with a hypothetical Index amount of 100.0), the Management Fee Cap would be increased to \$155,192.40, and would be calculated as follows:

$$\frac{\$141,084 \times 110.0}{100.0} = \$155,192.40$$

Further, Landlord and Tenant hereby agree that, for the period commencing on August 5, 2006 and expiring on December 31, 2012, Landlord's calculation of all Real Property Taxes and all Common Area Expenses chargeable to Tenant and paid by Tenant (including, but not limited to, Landlord Carried Insurance, management fees and administrative fees) is correct, accurate and binding on Landlord and Tenant. Landlord and Tenant hereby waive and relinquish any and all rights to challenge, dispute or contest Landlord's calculation of such Real Property Taxes or such Common Area Expenses (including, but not limited to, Landlord Carried Insurance, management fees and administrative fees) chargeable to Tenant and paid by Tenant during such period, and shall make no demand or claim against the other party in connection with the same.

15. **Taxes**. Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the seven (7) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a "Reassessment") for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term "Tax Increase" shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or
- (iii) Attributable to the Acquisition on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the seven (7) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the seventh (7th) anniversary of the Effective Date of this Amendment.

16. **Alterations by Tenant**.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations, changes and

improvements, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 5 of this Amendment. In addition, Tenant shall not move the main entrance of the theater without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

17. **Conditions of Record.** Notwithstanding anything contained in the Lease to the contrary (including, without limitation, Section 2.04 of the Original Lease), Tenant shall not be bound by any future documents of record, if and to the extent that the terms and provisions thereof would (i) conflict with Tenant's express rights and privileges under the Lease or Landlord's express duties and obligations under the Lease, or (ii) materially and adversely impact Tenant's operation of the Premises as a motion picture theatre, or (iii) materially increase the cost to Tenant of operating its business at the Premises. In addition, Landlord covenants and agrees that any covenants or other restrictions of record hereafter recorded against the Entire Premises (or any portion thereof) and binding upon the Premises will be applied in a non-discriminatory manner to all tenants and occupants of the Entire Premises (subject to reasonable and customary distinctions for size and use of the affected premises).

18. **Rooftop Equipment and Access.** Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder. Notwithstanding the foregoing, Tenant's exclusive rights are subject to any agreements existing on the date hereof and any extensions thereof that may be exercised by the licensee or lessee thereunder regarding Rooftop Equipment. The lessees or licensees under such agreements may unilaterally extend or renew if and to the extent provided under such agreements, but Landlord may not renew or extend such agreements or extend such agreements unilaterally if such systems interfere with the transmission received by Tenant's Rooftop Equipment installed pursuant to this Section.

19. **Alterations and Development by Landlord.** (i) Notwithstanding anything to the contrary set forth in the Lease (including, without limitation, Section 2.02 and Section 2.03), and except as substantially shown on the Site Plan attached hereto, Tenant's prior written consent (which shall not be unreasonably withheld, delayed or conditioned) shall be required only with respect to any new buildings, improvements (but not maintenance or repairs), alterations or additions located or proposed to be located within the "Protected Area" (but not outside the Protected Area) of the Entire Premises (as shown on the Site Plan). Tenant shall not withhold its consent unless any such new buildings, improvements, alterations or additions would materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage) in a direct and demonstrable manner.

- (ii) Landlord shall not lease, sell or use any space on the Entire Premises or contiguous property which permits the operation of a motion picture theater.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on the Entire Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food, a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"; a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.
- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre. In addition, Landlord shall not place any carts, kiosks, or other temporary structures selling any items within the No Kiosk Area as shown on the Site Plan.
- (v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

20. **Signage.** Notwithstanding Section 14.04 of the Original Lease to the contrary, Tenant shall not be required to remove or pay for the removal of its signage (or the installation of new signage) as a consequence of Landlord's revision of the Sign Criteria. The responsibilities of Tenant with respect to the maintenance, repair and replacement of Tenant's signage shall be governed by Article XI of the Lease, subject to the restrictions and approval rights of Landlord under Article XIV of the Lease (as hereby amended). If new pylon and/or

monument signs are constructed in the Entire Premises, as to any such signs on which Tenant has a sign panel, Tenant will pay Tenant's *pro rata* share (based on the relative size of Tenant's sign panel to all of the sign panels on the applicable signs) of the costs to construct such signs. In the event any such new signs are constructed, Tenant shall have the right, but not the obligation, to place its sign panel at the top sign panel position on such signs. Tenant must elect to install such panels within thirty (30) days after Landlord notifies Tenant that the sign structure is available for sign panels, and if Tenant so elects, Tenant shall promptly thereafter install Tenant's sign panel(s).

21. **Competition/Radius Restriction.** The radius restriction in Section 10.03 of the Original Lease shall not apply to any motion picture theatre complex which is developed, open and operating for business prior to Tenant or any affiliate of Tenant acquiring (or agreeing to acquire) any interest therein (as owner, lessee, operator, manager or otherwise).

22. **Removal of Equipment, Surrender and Demolition.** Upon the expiration of the Term or earlier termination of the Lease, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be obligated to remove and/or demolish the theater building (except as required by Section 9(B) above).

23. **California Remedies.** Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

24. Termination of Lease and Lessee's Right to Possession. The fourth (4th) sentence of the fourth (4th) paragraph of Section 22.02 of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

(1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;

(3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;

(4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and

(5) for any other sums due."

25. Notices. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Dyer Triangle, LLC
 c/o SyWest Development
 150 Pelican Way
 San Rafael, California 94901
 Attention: William Vierra

To Tenant: Century Theatres, Inc.
 c/o Cinemark, Inc.
 3900 Dallas Parkway
 Suite 100
 Plano, TX 75093
 Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

26. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to "Dyer City Triangle LLC, a California limited liability company" (with or without City in the name) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

27. **Prior Amendments.** The First Amendment and the Second Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such First Amendment and Second Amendment in their entirety.

28. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

29. **Passes.** On the condition that Syufy Enterprises, LP is affiliated with Landlord, Tenant shall provide Landlord with one hundred twenty-five (125) passes, each good for admission by bearer, plus a guest each year. The passes shall carry no surcharge or fee and shall not otherwise impose restrictions beyond those required by the film distribution companies. The passes shall provide admission to any of Tenant's and Tenant's affiliates' theaters in the United States.

30. **Premises.** Notwithstanding the provisions with Section 2.01 of the Lease, the "Premises" or "Leased Premises" shall mean Tenant's theatre building as constructed as of the date of this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

DYER TRIANGLE LLC., a California limited COMPANY

By: Syufy Enterprises, LP, a California limited partnership
Its: Co Owner

By: Syufy Properties, Inc., a California corporation
Its: General Partner

By: /s/ William Vierra
William Vierra
Its: Senior Vice President

By: Sycal Properties, Inc., a California corporation
Its: Co-Owner

By: Syufy Properties, Inc., a California corporation
Its: Sole and Managing Member

By: /s/ William Vierra
William Vierra
Its: Senior Vice President

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

FOURTH AMENDMENT TO LEASE
(Larkspur)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership ("Landlord"), and **CENTURY THEATRES, INC.**, a California corporation ("Tenant").

R E C I T A L S:

A. Landlord and Century Theatres, Inc., a Delaware corporation ("Original Tenant"), entered into a certain Lease dated as of April 17, 1998 (the "Original Lease"), for certain premises located in Larkspur, California.

B. The Original Lease has been previously amended by that certain (i) First Amendment to Lease dated as of April 30, 2003 (the "First Amendment"), (ii) Second Amendment to Lease dated as of April 15, 2005 (the "Second Amendment"), and (iii) Third Amendment to Lease dated as of September 29, 2005 (the "Third Amendment"); the Original Lease as heretofore amended is referred to herein as the "Lease".

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the "Acquisition") pursuant to a Stock Purchase Agreement dated as of the date hereof (the "Stock Purchase Agreement"). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the "Effective Date"). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options.** Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise and validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall

expire on September 30, 2016 and rather than one (1) Renewal Term of five (5) years (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. Landlord's Recapture Right If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the County of Marin typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. Self-Insurance of Property/Casualty Risks Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

6. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture

exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. **Leasehold Financing.** Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. **Memorandum of Lease.** On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. **Gross Sales.** Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

"Gross Sales" shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following

shall be excluded from "Gross Sales" (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant's actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called "four-wall deals" with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such "four-wall deals" shall be included in "Gross Sales" under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from "Gross Sales" (if and to the extent previously included in "Gross Sales").

11. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a "Reassessment") for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term "Tax Increase" shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

(i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;

(ii) Attributable to the annual inflationary increases in real estate taxes; or

(iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial in Tenant's use of the Leased Premises as a motion picture theatre complex, including (without limitation) the conversion to stadium seating of the auditoria (if any) in the Leased Premises. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Any alterations, improvements or changes by Tenant must be consistent with the use and operation of the Leased Premises as a motion picture theatre complex. Tenant shall be required to complete all alterations, improvements and changes undertaken by Tenant. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment hereof.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any

purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder. Notwithstanding the foregoing, Tenant's exclusive rights are subject to any agreements existing on the date hereof and any extensions thereof that may be exercised by the licensee or lessee thereunder regarding Rooftop Equipment. The lessees or licensees under such agreements may unilaterally extend or renew if and to the extent provided under such agreements, but Landlord may not renew or extend such agreements or extend such agreements unilaterally if such systems interfere with the transmission received by Tenant's Rooftop Equipment installed pursuant to this Section.

14. Alterations and Development by Landlord. Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

(a) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.

(b) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.

(c) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

(d) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.

(e) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. Permitted Use and Operations. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

16. No Obligation To Continuously Operate. Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

17. Removal of Equipment, Surrender and Demolition. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

18. California Remedies. Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

19. Termination of Lease and Lessee's Right to Possession. Section 15.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

(1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;

(3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;

(4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and

(5) for any other sums due."

20. Notices. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice

served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

21. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms “Leased Premises”, “Demised Premises” or “Premises” (and whether or not capitalized) is used herein, it shall be understood to mean the “premises leased hereby”; and whenever the term “Entire Premises” is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to “Syufy Enterprises, L.P., a California limited partnership” (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term “Non-leased Premises” shall mean the Entire Premises less the Leased Premises.

22. **Prior Amendments.** The Second Amendment and the Third Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such Second Amendment and Third Amendment in their entirety.

23. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the “Lease” shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

A-2-11

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

A-2-12

FIFTH AMENDMENT TO LEASE
(Salt Lake 16)

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUT Properties, Inc.**, a California corporation ("Landlord"), and **CENTURY THEATRES, INC.**, a California corporation ("Tenant").

R E C I T A L S:

A. SYUT Properties, Inc., a Utah corporation ("Original Landlord") and Century Theatres of Utah, Inc., a Utah corporation ("Original Tenant"), entered into a certain Lease dated as of September 30, 1995 (the "Original Lease"), for certain premises located in Salt Lake City, Utah.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of January 4, 1998 (the "First Amendment"), (ii) that certain Second Amendment to Lease dated as of September 1, 2000 (the "Second Amendment"), (iii) that certain Third Amendment to Lease dated as of April 15, 2005 (the "Third Amendment"), and (iv) that certain Fourth Amendment to Lease dated as of April 15, 2005 (the "Fourth Amendment"); the Original Lease as heretofore amended is referred to herein as the "Lease".

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord has succeeded to the interests and assumed the obligation of Original Landlord as the lessor under the Lease.

E. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the "Acquisition") pursuant to a Stock Purchase Agreement dated as of the date hereof (the "Stock Purchase Agreement"). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the "Effective Date"). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options**. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise an validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. Sections 2.01(B) and 2.01(C) of the Original Lease shall be reinstated.
5. Section 6.02(C) of the Original Lease shall be amended by deleting “Tenant’s Building (excluding foundations and footings),” from the ~~1st~~ and 2nd lines.
6. Section 7.01(A) of the Original Lease shall be amended by deleting the last sentence in its entirety.
7. Section 14.06 of the Original Lease shall be amended by deleting ““thirty percent (30%) of the Building or” from the ~~2d~~ line.

8. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called “physical property damage insurance” otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the “Net Worth” of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant’s so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant’s parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant’s annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on such determination date.

9. **Damage and Destruction – Repairs by Tenant**. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant’s Obligation to Repair**. If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the

completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall pave or restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

10. **Permitted Assignments and Release.** Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

11. **Leasehold Financing**. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

12. **Memorandum of Lease**. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

13. **Alterations by Tenant**.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a parking lot and/or parking structure, and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto.

14. **Alterations and Development by Landlord.** Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (a) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage located on the adjacent property owned in fee by Tenant). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (b) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (c) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.
- (d) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre located on the adjacent property owned in fee by Tenant. Such carts and kiosks may not sell any food or beverages sold in the theatre located on the adjacent property owned in fee by Tenant. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre located on the adjacent property owned in fee by Tenant.
- (e) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. **Permitted Use and Operations.** From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a parking lot and/or parking structure.

16. **Removal of Equipment, Surrender and Demolition.** Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

17. **Remedies.** The references in Article XV of the Lease to California Code Sections shall be disregarded. In the event of a breach or default by Tenant which is not cured within the applicable cure periods, if any, set forth in the Lease, Landlord shall have any and all remedies now or later allowed by law or equity.

18. **[Intentionally Omitted]**

19. **Notices.** The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private

overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with applicable law.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Properties, Inc.
c/o Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

20. Miscellaneous Amendments. Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

21. Prior Amendments. All of the provisions of the Third Amendment and Fourth Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede such Third Amendment and Fourth Amendment in their entirety.

22. Effect of Amendment. The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY PROPERTIES, INC., a California corporation

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

THIRD AMENDMENT TO LEASE
(Northridge)

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership ("Landlord"), and **CENTURY THEATRES, INC.**, a California corporation ("Tenant").

R E C I T A L S:

A. Landlord and Century Theatres of California Inc., a California corporation ("Original Tenant"), entered into a certain Lease dated as of September 30, 1995 (the "Original Lease"), for certain premises located in Salinas, California.

B. The Original Lease has been previously amended by that certain (i) First Amendment to Lease dated as of September 1, 2000 (the "First Amendment"), and (ii) Second Amendment to Lease dated as of October 1, 2001 (the "Second Amendment"); the Original Lease as heretofore amended is referred to herein as the "Lease".

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. Recitals Incorporated; Certain Defined Terms. The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. Effectiveness. The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the "Acquisition") pursuant to a Stock Purchase Agreement dated as of the date hereof (the "Stock Purchase Agreement"). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the "Effective Date"). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. Initial Term of Lease and Extension Options. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise and validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. Landlord's Recapture Right. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the County of Monterey typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practically operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. Self-Insurance of Property/Casualty Risks. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

6. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this Section, except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in subsection (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding

stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. Gross Sales. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

"Gross Sales" shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines

and video games at the Leased Premises; provided, however, that the following shall be excluded from "Gross Sales" (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant's actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called "four-wall deals" with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such "four-wall deals" shall be included in "Gross Sales" under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from "Gross Sales" (if and to the extent previously included in "Gross Sales").

11. **Taxes.** Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a "Reassessment") for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term "Tax Increase" shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
- (ii) Attributable to the annual inflationary increases in real estate taxes; or
- (iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the

rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

14. Alterations and Development by Landlord. Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

- (i) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.
- (ii) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.
- (iii) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.
- (iv) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.

(v) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. Permitted Use and Operations. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "second run" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

16. Removal of Equipment, Surrender and Demolition. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

17. California Remedies. Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

18. Termination of Lease and Lessee's Right to Possession. Section 15.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

(1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;

(3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;

(4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and

(5) for any other sums due."

19. Notices. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail (return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant

to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

To Landlord: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: President

with a copy to: Syufy Enterprises, L.P.
150 Pelican Way
San Rafael, California 94901
Attention: General Counsel

and a copy to: DLA Piper
203 North LaSalle
Suite 1900
Chicago, IL 60601
Attention: David Sickle, Esq.

To Tenant: Century Theatres, Inc.
c/o Cinemark, Inc.
3900 Dallas Parkway
Suite 500
Plano, TX 75093
Attention: Legal Department

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

20. Miscellaneous Amendments. Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to "Syufy Enterprises, L.P., a California limited partnership" (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

21. Effect of Amendment. The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

FIFTH AMENDMENT TO LEASE
(Greenback, Sacramento)

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into as of August 7, 2006 to be effective as of the Effective Date (as defined hereinbelow) by and between **SYUFY ENTERPRISES, L.P.**, a California limited partnership (“Landlord”), and **CENTURY THEATRES, INC.**, a California corporation (“Tenant”).

R E C I T A L S:

A. Landlord and Century Theatres of California Inc., a California corporation (“Original Tenant”), entered into a certain Lease dated as of September 30, 1995 (the “Original Lease”) for certain premises located in Sacramento, California.

B. The Original Lease has been previously amended by (i) that certain First Amendment to Lease dated as of September 1, 2000 (the “First Amendment”), (ii) that certain Second Amendment to Lease dated as of October 1, 2001 (the “Second Amendment”), (iii) that certain Third Amendment to Lease dated as of April 15, 2005 (the “Third Amendment”), and (iv) that certain Fourth Amendment to Lease dated as of September 29, 2005 (the “Fourth Amendment”); the Original Lease as heretofore amended is referred to herein as the “Lease”.

C. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the lessee under the Lease.

D. Landlord and Tenant now desire to further amend the Lease, upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and Landlord and Tenant hereby agree, as follows:

1. **Recitals Incorporated; Certain Defined Terms.** The Recitals set forth above are incorporated into this Amendment and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease.

2. **Effectiveness.** The parties are entering into this Amendment in connection with the contemplated acquisition of all the outstanding capital stock of Century Theatres, Inc. by Cinemark Holdings, Inc. and Cinemark USA, Inc. (the “Acquisition”) pursuant to a Stock Purchase Agreement dated as of the date hereof (the “Stock Purchase Agreement”). This Amendment shall become automatically effective upon, and only upon, the closing of the Acquisition (the “Effective Date”). In the event the Acquisition is not consummated and the Stock Purchase Agreement is terminated, this Agreement shall become void *ab initio* and of no force and effect.

3. **Initial Term of Lease and Extension Options**. Notwithstanding anything to the contrary in the Lease but subject to the provisions of the Lease applicable to the exercise an validity of such Renewal Terms, the Initial Term of the Lease is hereby extended to and shall expire on September 30, 2016 and rather than two (2) Renewal Terms of five (5) years each (as provided in the Lease), Tenant shall have the option to extend the Initial Term for four (4) consecutive Renewal Terms of five (5) years each, followed by one (1) additional and final Renewal Term of four (4) years.

4. **Landlord's Recapture Right**. If, at any time during the term of the Lease, Tenant fails to satisfy the Operating Condition (defined below), for reasons other than Excused Closure (defined below), and such failure continues for six (6) consecutive months or more, then upon notice from Landlord to Tenant at any time thereafter (provided that the Operating Condition remains unsatisfied), Landlord shall have the right to terminate the Lease and to recapture the Leased Premises, without payment to Tenant, effective upon the date set forth in Landlord's termination notice (but not sooner than thirty (30) days after the date of the termination notice).

The term "Operating Condition" shall mean and require that the entire Leased Premises is being continuously operated and regularly open for business to the general public as a motion picture theater complex in accordance with the Lease, at least on such days and at such times that a majority of Century's and Cinemark's other motion picture theater complexes in the Sacramento, California metropolitan area typically are open and operating. The term "Excused Closure" shall mean (i) periods of construction, alterations, renovation, remodeling and repair of the Leased Premises undertaken in accordance with this Lease (including repairs and restoration following damage or destruction due to fire or other casualty) provided that Tenant (A) prosecutes such work to completion with reasonable diligence, (B) exercises its reasonable efforts to minimize the length of time of such closure, and (C) exercises its reasonable efforts to limit the number of motion picture screens at the Premises that are not operated due to such closure; (ii) periods when Tenant cannot practicably operate its business in the Premises as a consequence of force majeure; and (iii) additional periods, not to exceed four (4) days in any Lease Year, when Tenant in its sole discretion elects not to operate its business in the Leased Premises.

5. **Self-Insurance of Property/Casualty Risks**. Notwithstanding anything to the contrary set forth in the Lease, during any period in which Tenant maintains a Net Worth (as defined below) of at least One Hundred Million Dollars (\$100,000,000.00), Tenant may self insure the so-called "physical property damage insurance" otherwise required to be maintained by Tenant pursuant to the Lease. As used herein, the "Net Worth" of Tenant at any given time shall mean an amount equal to the sum of (A) the product of (1) Tenant's so-called EBITDA (i.e., earnings before interest, income taxes, depreciation and amortization), calculated in accordance with commercially reasonable past practice preceding the Effective Date by Tenant's parent corporation, over the 12-month period immediately preceding the time of measurement, multiplied by (2) eight (8), plus (B) the amount of cash and cash equivalents held by Tenant on the most recent anniversary of Tenant's annual insurance renewal date, minus (C) the amount of outstanding funded debt of Tenant on the determination date.

6. Damage and Destruction – Repairs by Tenant. Notwithstanding anything to the contrary contained in the Lease, the following shall apply to repairs and restoration upon damage or destruction:

(A) **Tenant's Obligation to Repair.** If the Leased Premises are damaged or destroyed by any peril after the Commencement Date of this Lease, then Tenant shall repair the damage and restore the Leased Premises in accordance with this (A) and (B), except as provided in subsection (B) hereinbelow. Unless Tenant is not required to effect the repairs and restoration pursuant to subsection (B) below, Tenant shall promptly apply for and diligently seek to obtain all necessary governmental permits and approvals for the repair and restoration of the Leased Premises and, upon issuance of such governmental permits and approvals, promptly commence and diligently prosecute the completion of the repairs and restoration of the Leased Premises (to the extent permitted by applicable law) to substantially the same condition in which the Leased Premises were immediately prior to such damage or destruction (subject to any alterations which Tenant would be permitted to make to the Leased Premises pursuant to this Lease).

(B) **Damage in Excess of 20%.** If the Leased Premises are damaged or destroyed by fire or other casualty which occurs in the last two (2) years of the Initial Term or any Renewal Term and Tenant has no further options to extend the term of the Lease, and if the cost to repair such damage or to restore the Leased Premises as required in Section (A) exceeds twenty percent (20%) of the replacement cost of the Leased Premises (as determined by an independent architect selected by Tenant and approved by Landlord in Landlord's reasonable discretion) and such damage makes it impracticable to operate the Leased Premises in the reasonable business judgment of Tenant, then (i) Tenant shall have the option, upon notice to Landlord not later than one hundred eighty (180) days following the occurrence of the applicable casualty, not to undertake the repairs and restoration of the Leased Premises, and (ii) if Tenant so elects not to undertake the repairs and restoration, then Tenant nevertheless shall raze Tenant's Building and remove from the Leased Premises all building materials and debris and all underground installations that serve only the Leased Premises (including the footings and foundations of Tenant's Building and the utility lines serving Tenant's Building) and restore the surface of the Premises to a graded and landscaped surface.

Notwithstanding anything to the contrary contained in the Lease, the proceeds of any property insurance maintained by Tenant (including proceeds of self-insurance, if applicable), net of actual-out-of-pocket costs to adjust and settle the loss, shall be distributed to and used by Tenant, in accordance with the Lease.

7. Permitted Assignments and Release. Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Subject to the next sentence, Tenant may sublet or assign this Lease only upon receipt of Landlord's written consent which consent Landlord agrees shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Lease to the contrary, it is agreed that at any time during the term of this Lease, Tenant may, without Landlord's consent or approval (but only upon prior written notice to Landlord), assign this Lease or sublet the Leased Premises to: (i) any wholly-owned subsidiary of Tenant, (ii) any corporation, trust, partnership or individual that owns fifty percent (50%) or more of the issued and outstanding stock of Tenant, or (iii) any legal entity that is engaged in the motion picture exhibition business and operates motion picture theater complexes containing at least 100 theater screens (auditoria), excluding the Leased Premises and any other premises concurrently being acquired from Tenant. A change in control of Tenant shall not constitute an assignment of this Lease requiring Landlord's consent or approval, provided, however, that if any assignee under clause (i) above ceases to be a wholly owned subsidiary of Tenant, then the same shall be deemed to constitute an assignment which is prohibited without Landlord's approval under Article XI of the Lease.

If Tenant shall assign this Lease pursuant to clause (ii) or clause (iii) above, and provided that (A) the assignee assumes in writing all obligations of Tenant under the Lease and delivers such executed written assumption to Landlord, and (B) Landlord shall have received from assignee's chief financial officer or controller a certification that the Net Worth of the assignee (determined as provided above) equals or exceeds \$100,000,000.00 calculated in accordance with Cinemark USA, Inc.'s methodology in calculating Net Worth as set forth in Section 5 hereof, then Tenant shall be released of any and all liability thereafter arising under the Lease. Except as expressly provided above, no assignment, subletting or other transfer of the Lease or the Leased Premises shall relieve or release Tenant from any liabilities or obligations arising under the Lease.

8. Leasehold Financing. Notwithstanding anything to the contrary contained in the Lease, Tenant shall have the right, without Landlord's consent to encumber the leasehold estate created under the Lease and/or to grant a security interest in Tenant's removable trade fixtures, furnishings and equipment located within the Leased Premises (but not to encumber Landlord's fee interest in the Premises), to secure financing provided to Tenant by any bank, thrift institution, insurance company or other institutional lender. Tenant agrees to notify Landlord of any such encumbrance. With respect to any such leasehold financing (and provided that Tenant is not in default under the Lease beyond any applicable notice or cure period), upon thirty (30) days prior written request from Tenant, Landlord will execute and deliver to the secured lender a "Landlord's Agreement" in the form attached hereto as Exhibit "A-1".

9. Memorandum of Lease. On the Effective Date, Landlord and Tenant will enter into and record a short form memorandum of the Lease, in the form of Exhibit "A-2" attached hereto or otherwise in proper form for recording. Tenant shall be solely responsible for the cost of recording the memorandum, including (if applicable) any transfer taxes that may be due and payable in connection with the Lease.

10. **Gross Sales**. Notwithstanding anything in the Lease to the contrary the definition of Gross Sales shall be as follows:

“Gross Sales” shall mean the total amount of all revenues (whether in cash or credit) generated or derived from the conduct of any business at the Leased Premises, including (without limitation) all box office receipts of or at the Leased Premises (including receipts from tickets or gift certificates redeemed at the Leased Premises regardless of the point of sale), as well as any and all receipts from the sale of goods, services, merchandise, beverages, food, vending machines and video games at the Leased Premises; provided, however, that the following shall be excluded from “Gross Sales” (i) credits and refunds made with respect to admissions or other sales otherwise included in Gross Sales, (ii) all federal, state, county and city admission taxes, sales and use taxes, entertainment taxes, royalty taxes, gross receipt taxes and other similar taxes now or hereafter imposed and owing to the taxing authority by Tenant (whether such taxes are collected from customers separately from the selling price of admission tickets or absorbed by Tenant); (iii) receipts from the sale of gift certificates or tickets sold but not redeemed at the Leased Premises; (iv) with respect to any tickets or admissions ordered or paid for over the internet and redeemed at the Leased Premises, the portion (if any) of the sale price that exceeds Tenant’s actual box-office ticket price; (v) sales price for merchandise returned, (vi) amounts retained by credit card issuers, (vii) sales outside of the ordinary course of business, (viii) amount of credit card sales deemed uncollectible, (ix) advertising revenues including without limitation media, sponsorship, and promotional advertising of any kind, and (x) the receipts of or from so-called “four-wall deals” with a party that is not affiliated with Tenant, except that the portion thereof or other amounts paid to Tenant in connection with such “four-wall deals” shall be included in “Gross Sales” under this Lease. Commissions or surcharges paid to agencies or other third parties not affiliated with Tenant for selling tickets or processing credit card transactions, and any sums paid to third parties not affiliated with Tenant for the use or rental of vending machines, pay telephones, amusement machines and other similar devices shall be deducted from “Gross Sales” (if and to the extent previously included in “Gross Sales”).

11. **Taxes**. Notwithstanding any other provision of the Lease or this Amendment to the contrary, if during the ten (10) year period immediately following the Effective Date, any sale or change in ownership of the Premises (or against the Entire Premises, if the Premises are not separately assessed) is consummated by Landlord and, as a result, all or part of the Premises (or Entire Premises, if applicable) are reassessed (a “Reassessment”) for real property tax purposes by the appropriate governmental authority under the terms of Proposition 13 (as adopted by the voters of the State of California in the June 1978 election) or the terms of Article XIII A of the Constitution of the State of California, then the terms of this Section shall apply. For purposes of this Section, the term “Tax Increase” shall mean that portion of the annual real estate taxes assessed against the Premises (or the Entire Premise, if applicable), as calculated immediately following the Reassessment, that is attributable solely to the Reassessment. Accordingly, a Tax Increase shall not include any portion of the real estate taxes, as calculated immediately following the Reassessment, that is:

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- (i) Attributable to the assessment of the value of the Premises (or Entire Premises, if applicable) prior to the Effective Date;
 - (ii) Attributable to the annual inflationary increases in real estate taxes; or
 - (iii) Attributable to the sale of Landlord's ownership interest in Tenant on or about the Effective Date, or attributable to the execution of this Amendment or any extension of the Term of this Lease on the Effective Date or thereafter.

During the five (5) year period immediately following the Effective Date, Tenant shall not be obligated to pay any portion of any Tax Increase relating to a Reassessment.

Commencing on the fifth (5th) anniversary of the Effective Date, and continuing until the tenth (10th) anniversary of the Effective Date, Tenant shall be obligated to pay annually only the portion of a Tax Increase relating to a Reassessment that is equal to (or less than) an increase of four percent (4%) per annum, compounded annually, from the Effective Date, in the annual amount owed by Tenant for real estate taxes under the terms of the Lease, from the annual amount owed by Tenant for real estate taxes under the terms of the Lease in calendar 2006.

The terms and provisions of this Section shall not apply to any increase in real estate taxes which results from or is attributable to any occurrence, fact or circumstance other than a sale by Landlord of Landlord's interest in the Premises or a transfer effected by Landlord which is treated as a sale by the local taxing authorities under Proposition 13 (excluding those matters identified in clause (iii) above). This Section shall not apply from and after the tenth (10th) anniversary of the Effective Date of this Amendment.

12. Alterations by Tenant.

Notwithstanding anything in the Lease to the contrary, the following shall apply and control:

Tenant shall have the right from time to time, at its sole cost and expense, to make non-structural interior alterations, improvements, or changes in the Leased Premises as Tenant shall deem necessary or beneficial consistent with Tenant's exclusive use of the Leased Premises as a motion picture theatre complex and if Tenant undertakes such work, Tenant must pursue such work until completion. Tenant shall fully and completely indemnify Landlord against any mechanics' or other liens in connection with the making of such alterations and changes, and shall pay all costs, expenses, and charges thereof. Alterations, changes and improvements shall be performed in a first-class manner and must comply with all laws, zoning regulations and ordinances, and any conditions on permits issued pursuant thereto. If it is necessary in Tenant's reasonable judgment to close any of the motion picture screens during the period in which any of Tenant's work permitted hereunder is performed, said closure(s) shall be effected only in accordance with the provisions governing an "Excused Closure", as that term is defined in Section 4 of this Amendment.

13. Rooftop Equipment and Access. Tenant shall have the exclusive right to install, operate, repair, replace and maintain satellite dishes and/or other communication transmission devices (collectively "Rooftop Equipment") on the roof of the theatre necessary or appropriate

to accept any transmission of signals to the theatre for all permitted uses, including without limitation, for movies, advertising, concerts, telecasts, corporate meetings or communications and the like; but Tenant shall be prohibited from entering into any leases or licenses with any third parties for retransmission from such Rooftop Equipment, and Tenant shall not retransmit such signals to a third party outside of the Leased Premises. Landlord shall not use, or permit any person or entity (other than Tenant), to use the roof or exterior walls of the theatre for any purpose whatsoever, and Landlord agrees not to enter into any leases or licenses with third parties for the use of the theater rooftop. Landlord shall be responsible for any damage to the rooftop caused by the Landlord or a third party that enters onto the theatre rooftop with Landlord's permission, and Landlord shall indemnify and hold Tenant harmless from all loss, cost, damage or expense which Tenant incurs as a result of the acts or omissions of said third party or their agents or employer. Tenant hereby indemnifies and agrees to hold Landlord and Landlord's successors and assigns harmless from all loss, cost, damage or expense which Landlord incurs as a result of the actions of Tenant, or its agents or employees in installing and utilizing Rooftop Equipment as permitted hereunder.

14. **Alterations and Development by Landlord.** Landlord agrees that with respect to the Entire Premises, the following restrictions shall apply to Landlord's usage and improvement thereof:

(a) Any alterations or new construction to the Entire Premises or contiguous property owned or controlled by Landlord or its affiliates as of the Effective Date (the "Contiguous Property") may be made without Tenant's consent only if such alterations or new construction do not materially and adversely affect Tenant's operations (including, without limitation, parking, access, ingress and egress to the theatre building and visibility of the theatre building and/or on-building theatre signage). Any such alterations or new construction on the Entire Premises and any cross parking or cross access arrangements between the Entire Premises and the Contiguous Property will first be submitted to Tenant for approval, not to be unreasonably withheld or delayed, and Tenant shall be required to identify the manner in which Tenant's operations are so affected. If Landlord and Tenant are unable to agree on whether such alteration or new construction materially and adversely affects Tenant's operations, including without limitation, parking, access, ingress and egress and visibility, the parties agree to submit the issue to binding arbitration pursuant to the Lease.

(b) Landlord shall not lease, sell or use any space on Non-leased Premises or the Contiguous Property for operating a motion picture theatre.

(c) Subject to existing leases, licenses and operating agreements, Landlord shall not lease, license, enter into an operating agreement for, sell or use any space on Non-leased Premises for operating the following: a bowling alley; a bar or lounge (other than a bar or lounge that is connected with a restaurant, deriving fifty percent (50%) of its revenues from the sale of food); a liquor store (other than first-class or upper-end wine or liquor store such as "BevMo"); a bulk candy store, (other than upper-end candy stores such as Godiva, Sees, Rocky Mountain Chocolates and similar concepts); a popcorn store; a massage parlor or adult (i.e., pornographic) book store.

(d) Landlord shall not place any carts, kiosks or other temporary structures selling food and/or beverages within common areas of the Entire Premises unless such carts, kiosks or other structures are more than 500 feet from the theatre. Such carts and kiosks may not sell any food or beverages sold in the theatre. Landlord shall not place any vending machines selling food and/or beverages on the common areas of the Entire Premises unless such vending machines are more than 500 feet from the theatre.

(e) Any new buildings shall be limited to retail, restaurant, residential and/or office uses.

15. Permitted Use and Operations. From and after the Effective Date, Tenant shall be permitted to use and operate the Leased Premises as and only as: a first-class motion picture theatre complex (whether operated as a so-called "first-run" theatre, a "discount" theatre, and/or an "art house" theatre). In no event shall Tenant be permitted to operate the Leased Premises as a so-called "adult" theater complex.

16. No Obligation To Continuously Operate. Notwithstanding anything to the contrary in the Lease or otherwise, Landlord hereby acknowledges that Tenant shall not be required to continuously operate and open for business in or from the Premises and any election by Tenant to cease operations at the Premises shall not constitute a default or breach of the terms and conditions of the Lease.

17. Removal of Equipment, Surrender and Demolition. Upon the expiration of the Term or earlier termination of the Lease, and provided Tenant is not in default under the Lease beyond applicable notice and cure periods, and said earlier termination is not due to Tenant's default under the Lease, then for a period extending forty-five (45) days beyond the date of said expiration or termination, Tenant shall be permitted to remove any and all furniture, fixtures and equipment owned and installed by Tenant in, on or to the Leased Premises. Such removal shall be: (a) at Tenant's sole cost and expense; (b) conducted in such manner that no liens or claims shall arise or exist in connection therewith; (c) conducted in a manner to avoid unreasonable interference with the activities of Landlord and subsequent tenants or occupants upon the Leased Premises and Tenant shall repair all damages caused by such removal.

Upon surrender of the Leased Premises by Tenant and removal of its equipment pursuant to the terms of the Lease and this Amendment, Landlord shall be responsible for the cost of any demolition of the Leased Premises and site grading and restoration as a result, except as otherwise provided in the Lease. Such demolition shall be undertaken in Landlord's sole discretion and at such times, manner and upon such events as Landlord solely shall determine.

18. California Remedies. Landlord's remedies upon a default under the Lease shall include, without limitation, the following:

Even though Tenant has breached the Lease and/or abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in Section 1951.4 of the Civil Code of the State of California or

any successor code section (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). Acts of maintenance, preservation or efforts to lease the Premises or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate Tenant's right to possession.

19. **Termination of Lease and Lessee's Right to Possession** Section 15.02(C) of the Lease shall be deemed deleted in its entirety and replaced with the following:

"If an event of default occurs, Landlord shall have the right, with or without notice or demand, immediately (after expiration of the applicable grace periods) to terminate this Lease, and at any time thereafter recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by reason of Tenant's default or of such termination. Should Landlord terminate this Lease pursuant to foregoing, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the Civil Code of the State of California, or successor code section. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled at law or in equity, Landlord shall be entitled to recover from Tenant:

- (1) the worth at the time of award of the unpaid Rent which had been earned at the time of termination;
- (2) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that the Tenant proves could have been reasonably avoided;
- (3) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided;
- (4) any other amount, and court costs, necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom; and
- (5) for any other sums due."

20. **Notices**. The notices provisions of the Lease, as the case may be, shall be deemed deleted in their entirety and replaced with the following:

(a) Except as otherwise expressly and specifically in this Lease provided, a bill, demand, statement, consent, notice or other communication ("notice") which either party may desire or be required to give to the other party shall be deemed sufficiently given or rendered if in writing, delivered personally to the party to be charged therewith or sent by certified mail

(return receipt requested) or private express mail courier service (postage or delivery or courier fees fully prepaid) addressed to such party at the addresses set forth in subparagraph (c) below (including the addresses for copies of notices) and/or at such other address(es) as such party shall designate to the other party by notice given as herein provided. If Landlord is notified of the identity and address of Tenant's Leasehold Mortgagee, Landlord shall give such party any notice served upon Tenant hereunder to the last known address of such Leasehold Mortgagee as provided by Tenant to Landlord by certified mail or private express courier service. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give such mortgagee any notice served upon Landlord hereunder to the last known address of such mortgagee as provided by Landlord to Tenant, by certified mail or private express courier service.

(b) Any notice given in accordance with the foregoing provisions of this Section shall be deemed effective upon the earlier of (i) if the notice is personally delivered, the date actually received by intended recipient, (ii) if the notice is sent by certified mail, five (5) days after the same is mailed, or (iii) if the notice is sent by private overnight courier service (e.g., Federal Express, DHL or similar courier), one (1) day after the same is delivered to or picked up by such courier. Rejection or refusal to accept a notice or the inability to deliver same because of a changed address of which no notice was given shall be deemed to be a receipt of the notice sent. Notwithstanding any provision to the contrary contained in this Lease, no provision in this Lease shall preclude service of notices in accordance with Section 1162 of the California Code of Civil Procedure or any similar and/or successor code sections.

(c) Addresses for Notices to Landlord and Tenant.

Notices are to be delivered, mailed or couriered to the following address(es):

| | |
|-----------------|--|
| To Landlord: | Syufy Enterprises, L.P. 150 Pelican Way San Rafael, California 94901 Attention: President |
| with a copy to: | Syufy Enterprises, L.P. 150 Pelican Way San Rafael, California 94901 Attention: General Counsel |
| and a copy to: | DLA Piper 203 North LaSalle Suite 1900 Chicago, IL 60601 Attention: David Sickle, Esq. |
| To Tenant: | Century Theatres, Inc. c/o Cinemark, Inc. 3900 Dallas Parkway Suite 500 Plano, TX 75093 Attention: Legal Department |

Tenant and Landlord may change their respective addresses for purposes of this Section by giving written notice of such change to the other.

21. **Miscellaneous Amendments.** Notwithstanding anything contained herein to the contrary, whenever any of the terms "Leased Premises", "Demised Premises" or "Premises" (and whether or not capitalized) is used herein, it shall be understood to mean the "premises leased hereby"; and whenever the term "Entire Premises" is used herein (and whether or not capitalized), it shall be understood to mean all of the contiguous land and buildings owned by Landlord at this location, which include the premises leased hereby; and any and all references to "Syufy Enterprises, L.P., a California limited partnership" (with or without L.P. in the name and whether or not limited partnership is capitalized) shall be understood to mean Landlord. The term "Non-leased Premises" shall mean the Entire Premises less the Leased Premises.

22. **Prior Amendments.** All of the provisions of the Third Amendment and the Fourth Amendment are hereby deemed to be void *ab initio* - it being the intent of the parties hereto that this Amendment shall supersede the Third and Fourth Amendments in their entirety.

23. **Effect of Amendment.** The Amendment modifies and amends the Lease, and the terms and provisions hereof shall supersede and govern over any contrary or inconsistent terms and provisions set forth in the Lease. The Lease, as previously amended and as hereby further amended and modified, remains in full force and effect and is hereby ratified and confirmed. All future references in the Lease to the "Lease" shall mean and refer to the Lease, as amended and modified by this Amendment.

[Signatures Appear on Next Page]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date herein above provided.

Landlord:

SYUFY ENTERPRISES, L.P., a California limited partnership

By: /s/ Raymond W. Syufy
Name: Raymond W. Syufy
Title: CEO

Tenant:

CENTURY THEATRES, INC., a California corporation

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Title: Senior Vice President-Real Estate

**CERTIFICATION
PURSUANT TO SECTION 302 OF THE
SARBANES - OXLEY ACT OF 2002**

I, Tim Warner, certify that:

1. I have reviewed this report on Form 10-Q of Cinemark Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15 (f) and 15d-15 (f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2013

By: /s/ Tim Warner
 Tim Warner
 Chief Executive Officer

**CERTIFICATION
PURSUANT TO SECTION 302 OF THE
SARBANES – OXLEY ACT OF 2002**

I, Robert Copple, certify that:

1. I have reviewed this report on Form 10-Q of Cinemark Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 (e) and 15d-15 (e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15 (f) and 15d-15 (f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2013

By: /s/ Robert Copple
 Robert Copple
 Chief Financial Officer

**CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADDED BY SECTION 906 OF THE
SARBANES - OXLEY ACT OF 2002**

This certification is provided pursuant to 18 U.S.C. Section 1350, as added by Section 906 of the Sarbanes-Oxley Act of 2002 and accompanies the quarterly report on Form 10-Q (the "Form 10-Q") for the quarter ended September 30, 2013 of Cinemark Holdings, Inc. (the "Issuer").

I, Tim Warner, the Chief Executive Officer of Issuer certify that to the best of my knowledge:

- (i) the Form 10-Q fully complies with the requirements of section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
- (ii) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Dated: November 7, 2013

/s/ Tim Warner
Tim Warner
Chief Executive Officer

Subscribed and sworn to before me this 7th day of November 2013.

/s/ Jennifer Chreitzberg
Name: Jennifer Chreitzberg
Title: Notary Public

My commission expires: 04/08/14

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350, AS ADDED BY SECTION 906 OF THE
SARBANES – OXLEY ACT OF 2002**

This certification is provided pursuant to 18 U.S.C. Section 1350, as added by Section 906 of the Sarbanes-Oxley Act of 2002 and accompanies the quarterly report on Form 10-Q (the “Form 10-Q”) for the quarter ended September 30, 2013 of Cinemark Holdings, Inc. (the “Issuer”).

I, Robert Copple, the Chief Financial Officer of Issuer certify that to the best of my knowledge:

- (i) the Form 10-Q fully complies with the requirements of section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
- (ii) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Issuer.

Dated: November 7, 2013

/s/ Robert Copple

Robert Copple
Chief Financial Officer

Subscribed and sworn to before me this 7th day of November 2013.

/s/ Jennifer Chreitzberg

Name: Jennifer Chreitzberg
Title: Notary Public

My commission expires: 04/08/14

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.