
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): January 29, 2018

Cinemark Holdings, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33401
(Commission
File Number)

20-5490327
(IRS Employer
Identification No.)

3900 Dallas Parkway, Suite 500, Plano, Texas 75093
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: 972.665.1000

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On January 29, 2018, Century Theatres, Inc. ("*Century Theatres*"), our wholly-owned subsidiary, entered into amendments, as tenant, to certain leases with Syufy Enterprises, L.P. ("*Syufy Enterprises*"), as landlord, requiring Syufy Enterprises to execute certain documentation and Century Theatres to provide additional liability insurance, both related to the permitted or planned use of the premises covered by the leases. Raymond Syufy, one of our directors, is an officer of the general partner of Syufy Enterprises.

The foregoing summaries of the amendments to the leases are qualified in their entirety by reference to the complete copy of the amendments, filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	<u>Seventh Amendment to Lease (North Hollywood)</u>
10.2	<u>Fifth Amendment to Lease (Mountain View)</u>
10.3	<u>Sixth Amendment to Lease (Henderson)</u>
10.4	<u>Fifth Amendment to Lease (Folsom)</u>
10.5	<u>Fifth Amendment to Lease (Elk Grove)</u>
10.6	<u>Fourth Amendment to Lease (Roseville)</u>
10.7	<u>Fourth Amendment to Lease (Albuquerque)</u>
10.8	<u>Fifth Amendment to Lease (Reno)</u>
10.9	<u>Fifth Amendment to Lease (Larkspur)</u>
10.10	<u>Fourth Amendment to Lease (Salinas-Northridge)</u>
10.11	<u>Sixth Amendment to Lease (Green-Back Lane)</u>

SIGNATURE

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

CINEMARK HOLDINGS, INC.

By: /s/ Michael D. Cavalier

Name: Michael D. Cavalier

Title: Executive Vice President - General Counsel

Date: February 1, 2018

SEVENTH AMENDMENT TO LEASE
(North Hollywood)

THIS SEVENTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres of California, Inc. ("Original Tenant"), as tenant, entered into that certain Lease, dated September 30, 1995 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 12827 Victory Blvd., N. Hollywood, CA 91606, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Permitted Use and Gross Sales. Landlord hereby acknowledges that Tenant's Permitted Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of North Hollywood, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

FIFTH AMENDMENT TO LEASE
(Mountain View)

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres of California, Inc. ("Original Tenant"), as tenant, entered into that certain Lease, dated September 30, 1995 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 1500 N. Shoreline Blvd, Mountain View, CA 94043, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Permitted Use and Gross Sales. Landlord hereby acknowledges that Tenant's Permitted Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application. In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Mountain View, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

SIXTH AMENDMENT TO LEASE
(Henderson, NV)

THIS SIXTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres of Nevada, Inc. ("Original Tenant"), as tenant, entered into that certain Lease, dated September 30, 1995 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 851 S. Boulder Highway, Henderson, NV 89015, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Permitted Use and Gross Sales. Landlord hereby acknowledges that Tenant's Permitted Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the Nevada Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. Tenant's CUP Application. In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Henderson, Nevada to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

6. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

7. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

9. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

10. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

11. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra

William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens

Name: Thomas J. Owens

Its: Executive Vice President – Real Estate

FIFTH AMENDMENT TO LEASE
(Folsom)

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres of California, Inc. ("Original Tenant"), as tenant, entered into that certain Lease, dated December 1, 1995 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 261 Iron Point Road, Folsom, CA 95630, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Planned Use and Gross Sales. Landlord hereby acknowledges that Tenant's Planned Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syfy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Folsom, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

FIFTH AMENDMENT TO LEASE
(Elk Grove)

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres of California, Inc. ("Original Tenant"), as tenant, entered into that certain Lease, dated December 1, 1995 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 9349 Big Horn Boulevard, Elk Grove, CA 95758, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Planned Use. Landlord hereby acknowledges that Tenant's Planned Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application. In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Elk Grove, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

FOURTH AMENDMENT TO LEASE
(Roseville)

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

A. Landlord, as landlord, and Century Theatres Inc., a Delaware corporation ("Original Tenant"), as tenant, entered into that certain Lease, dated September 3, 1996 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 1555 Eureka Rd., Roseville, CA 95661, which Premises are more particularly described in the Lease.

B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.

C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.

D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Planned Use. Landlord hereby acknowledges that Tenant's Planned Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Roseville, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syfy Enterprises, L.P.,
a California limited partnership**

By: Syfy Properties, Inc., a California Corporation
Its: General Partner

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

FOURTH AMENDMENT TO LEASE
(Albuquerque, NM)

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Properties, Inc., a California corporation** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. SYNM Properties, Inc., a New Mexico corporation ("Original Landlord"), and Century Theatres Inc., a Delaware corporation ("Original Tenant"), entered into that certain Lease, dated July 1, 1996 (as amended, the "Lease"), pursuant to which Original Landlord leased to Original Tenant that certain Premises located at 4901 Pan American Freeway, NE, Albuquerque, NM 87109, which Premises are more particularly described in the Lease.
- B. Landlord and Tenant have succeeded to the interests and assumed the obligations of Original Landlord and Original Tenant, respectively, under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Planned Use. Landlord hereby acknowledges that Tenant's Planned Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the New Mexico Alcohol and Gaming Division. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Enterprises, L.P., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. Tenant's CUP Application. In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Albuquerque, New Mexico, to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

6. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

7. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

9. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

10. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

11. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syfy Properties, Inc.,
a California corporation**

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Thomas J. Owens
Its: Executive Vice President – Real Estate

FIFTH AMENDMENT TO LEASE
(Reno, NV)

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres Inc., a Delaware corporation ("Original Tenant"), as tenant, entered into that certain Lease, dated August 1, 1997 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 210 East Plumb Lane, Reno, NV 89502, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Planned Use and Gross Sales. Landlord hereby acknowledges that Tenant's Planned Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the Nevada Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. Tenant's CUP Application. In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Reno, Nevada to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

6. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

7. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

9. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

10. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

11. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

FIFTH AMENDMENT TO LEASE
(Larkspur)

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres Inc., a Delaware corporation ("Original Tenant"), as tenant, entered into that certain Lease, dated April 17, 1998 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises located at 500 Larkspur Landing Circle, Larkspur, CA 94939, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

- 1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
- 2. Tenant's Permitted Use. Landlord hereby acknowledges that Tenant's Permitted Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control.
- 3. Tenant's Insurance.
 - (a) The following is added to the end of Section 6.02 A) of the Lease:
"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial

general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage.”

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant’s commercial liability insurance policies and as loss payees under Tenant’s property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord’s property manager (if any) and Landlord’s lender (if any).

4. Tenant’s Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

“Tenant’s obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises.”

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant’s CUP Application. In consideration of Tenant’s covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant’s conditional use permit application to the City of Larkspur, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant’s execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord’s execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syfy Enterprises, L.P.,
a California limited partnership**

By: Syfy Properties, Inc., a California Corporation
Its: General Partner

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

FOURTH AMENDMENT TO LEASE

(Salinas–Northridge)

THIS FOURTH AMENDMENT TO LEASE (this “Amendment”) is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** (“Landlord”) and **Century Theatres, Inc., a California corporation** (“Tenant”). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

- A. Landlord, as landlord, and Century Theatres of California, Inc. (“Original Tenant”), as tenant, entered into that certain Lease, dated September 30, 1995 (as amended, the “Lease”), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises commonly known as 350 Northridge Shopping Center, Salinas, California 93906, which Premises are more particularly described in the Lease.
- B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.
- C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.
- D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant’s Permitted Use and Gross Sales. Landlord hereby acknowledges that Tenant’s Permitted Use under the Lease includes Tenant’s right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syfy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Salinas, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.
9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.
10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.
11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.
12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.
13. Termination of Prior Fourth Amendment To Lease. Effective upon the date of this Amendment (and without the necessity of any further agreement between Landlord and Tenant), that certain Fourth Amendment to Lease, dated August 4, 2017, by and between Landlord and Tenant relating to the Premises (the "Prior Fourth Amendment To Lease") shall irrevocably terminate and shall be null, void and no longer of any force or effect. Effective upon the date of this Amendment, Landlord and Tenant hereby agree that this Amendment shall replace the Prior Fourth Amendment To Lease.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syfy Enterprises, L.P.,
a California limited partnership**

By: Syfy Properties, Inc., a California Corporation
Its: General Partner

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate

SIXTH AMENDMENT TO LEASE

(Green-Back Lane)

THIS SIXTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 29th day of January, 2018, by and between **Syufy Enterprises, L.P., a California limited partnership** ("Landlord") and **Century Theatres, Inc., a California corporation** ("Tenant"). Capitalized terms used in this Amendment without definition shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

RECITALS

A. Landlord, as landlord, and Century Theatres of California, Inc. ("Original Tenant"), as tenant, entered into that certain Lease, dated September 30, 1995 (as amended, the "Lease"), pursuant to which Landlord leased to Original Tenant and Original Tenant leased from Landlord that certain Premises commonly known as 6233 Garfield Avenue, Sacramento, CA 95841, which Premises are more particularly described in the Lease.

B. Tenant has succeeded to the interests and assumed the obligations of Original Tenant as the tenant under the Lease.

C. Tenant intends to serve alcoholic beverages on the Premises and has made application for the appropriate licenses and permissions, both state and local. Tenant has requested that Landlord execute certain documentation required by the local municipality, in which Landlord acknowledges alcoholic beverages will be served on the Premises, and in conjunction therewith, Landlord has asked Tenant to provide additional liability insurance for the benefit of Landlord.

D. Landlord and Tenant now desire to amend and modify the Lease in several respects upon the terms and conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. Recitals Incorporation. All of the provisions of the Recitals set forth above are incorporated into this Agreements section of this Amendment.
2. Tenant's Permitted Use and Gross Sales. Landlord hereby acknowledges that Tenant's Permitted Use under the Lease includes Tenant's right to sell and serve alcoholic beverages in and upon the Premises. However, at all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall comply with all local, state and federal laws, codes, statutes and ordinances related to the sale or serving of alcoholic beverages, including, but not limited to, all laws, codes, statutes and ordinances promulgated or enforced by the California Department of Alcoholic Beverage Control. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges, understands and agrees that all of the proceeds from the sale of alcoholic beverages in or upon the Premises shall be included in the definition of Gross Sales and for the purpose of calculating the amount of Percentage Rent due under the Lease.

3. Tenant's Insurance.

(a) The following is added to the end of Section 6.02 A) of the Lease:

"At all times during any period that Tenant sells or serves alcoholic beverages in or upon the Premises, Tenant shall also procure and maintain, as a component of Tenant's commercial general liability insurance policy, coverage for liquor liability (Dram Shop) insurance in a minimum amount of \$1,000,000 per occurrence (or each common cause) and in a minimum amount of \$1,000,000 in the aggregate. Prior to the commencement of, and as a condition precedent to, Tenant selling or serving alcoholic beverages in or upon the Premises, Tenant shall deliver to Landlord a certificate of liability insurance that evidences that Tenant has procured such liquor liability (Dram Shop) insurance coverage."

(b) Pursuant to Section 6.01 of the Lease, Landlord hereby requests Tenant, and Tenant hereby agrees, to name the following as additional insureds under Tenant's commercial liability insurance policies and as loss payees under Tenant's property insurance policies: Landlord, SyWest Development LLC, Syufy Properties, Inc., Landlord's property manager (if any) and Landlord's lender (if any).

4. Tenant's Indemnification of Landlord. The following is added to the end of Section 10.01 of the Lease:

"Tenant's obligations under this Section 10.01 shall also apply and extend to Tenant selling and serving alcoholic beverages in, upon or about the Premises."

5. ADA Accessibility of the Premises. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that the Premises have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Except as otherwise expressly agreed upon in writing by Landlord and Tenant (including in the Lease), neither Landlord nor Tenant shall have any obligation for the payment of the CASp fee or the cost of making repairs pursuant to a CASp inspection, nor shall Landlord or Tenant have any liability to the other arising out of or related to the fact that neither the Building, the Leased Premises nor the Premises have been inspected by a CASp.

6. Tenant's CUP Application. In consideration of Tenant's covenants, conditions and agreements herein contained, Landlord shall approve and shall execute any reasonable document related to Tenant's conditional use permit application to the City of Sacramento, California to allow Tenant to sell and serve alcoholic beverages in and upon the Premises.

7. Lease in Full Force and Effect. Effective as of the date of this Amendment, the provisions of this Amendment are expressly incorporated into the provisions of the Lease, and the provisions of this Amendment shall become effective on the date of this Amendment, unless a different date for the effectiveness of a provision of this Amendment is specifically indicated herein. Except as specifically amended by this Amendment, the Lease shall continue in full force and effect for the balance of the Lease Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall supersede and prevail.

8. Authority. Tenant represents and warrants to Landlord that Tenant is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Tenant's execution of this Amendment have been obtained. Landlord represents and warrants to Tenant that Landlord is duly authorized to enter into this Amendment and that all required consents and approvals of any lender or other third party required for Landlord's execution of this Amendment have been obtained.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument. This Amendment shall not become effective as an amendment or modification to the Lease unless and until it has been executed and delivered by Landlord and Tenant.

10. Successors and Assigns. This Amendment shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Further Instruments. The parties hereto covenant and agree that they shall execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the objectives of this Amendment.

12. No Oral Agreements. This Amendment contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof. It is understood that there are no oral agreements between Landlord and Tenant affecting the Lease as hereby amended, and this Amendment supersedes and cancels any and all previous negotiations, representations, agreements and understandings, if any, between Landlord and Tenant and their respective agents and employees with respect to the subject matter hereof, and none shall be used to interpret or construe the Lease as hereby amended. Except as herein otherwise provided, no alteration, amendment, change, or addition to the Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first written above.

LANDLORD:

**Syufy Enterprises, L.P.,
a California limited partnership**

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

By: /s/ William Vierra
William Vierra
Its: Sr. Vice President

TENANT:

**Century Theatres, Inc.,
a California corporation**

By: /s/ Thomas J. Owens
Name: Thomas J. Owens
Its: Executive Vice President – Real Estate