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Prepared by:  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attn: Chris Garcia

**Return To:**  
**Capitol Services, Inc.**  
1218 Central Ave., Ste. 100  
Albany, New York 12205  
504102ST

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RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Jun 07 11:27 am FEE 58.00 BY SW  
RECORDED FOR CAPITAL SERVICES INC

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NOTICE OF RESIGNATION OF AGENT, NOTICE OF APPOINTMENT OF SUCCESSOR  
AGENT, AND ASSIGNMENT OF DEED OF TRUST

by and between

LEHMAN COMMERCIAL PAPER INC., as Assignor and Resigning Agent,

and

BARCLAYS BANK PLC, as Assignee and Successor Agent

Relating to Premises in:  
Utah County, Utah

dated as of January 29, 2010

155 00

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**NOTICE OF RESIGNATION OF AGENT, NOTICE OF APPOINTMENT OF  
SUCCESSOR AGENT, AND ASSIGNMENT OF DEED OF TRUST**

This NOTICE OF RESIGNATION OF AGENT, NOTICE OF APPOINTMENT OF SUCCESSOR AGENT, AND ASSIGNMENT OF DEED OF TRUST (this "**Instrument**"), executed as of January 29, 2010, between LEHMAN COMMERCIAL PAPER INC., a debtor and debtor in possession under chapter 11 of the Bankruptcy Code, acting alone or through one or more of its branches as the Administrative Agent (in such capacities, "**Resigning Agent**") under the Credit Agreement (as defined below), and BARCLAYS BANK PLC, as successor Administrative Agent ("**Successor Agent**"). We refer to the Credit Agreement, dated as of October 5, 2006, among Cinemark USA, Inc., the lenders party thereto, the Resigning Agent, and the other loan parties, agents and arrangers party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement.

In connection with the Credit Agreement, the deed of trust described on Exhibit A attached hereto was granted by grantor or mortgagor referenced therein (the "**Mortgagor**") to Resigning Agent (the "**Security Instrument**"), which Security Instrument covers the real property described on Exhibit B attached hereto.

In accordance with Section 9.9 (*Successor Agents*) and Section 10.6 (*Successors and Assigns; Participations and Assignments*) of the Credit Agreement, and pursuant to that certain Second Amendment, executed as of January 29, 2010 (the "**Resignation**"), Resigning Agent has resigned, effective as of January 29, 2010, as the Administrative Agent, and is hereby discharged from its duties under the Security Instrument, and Successor Agent hereby succeeds to and becomes vested with all the rights, powers, privileges and duties of the Administrative Agent under the Security Instrument.

1. Subject to, and in order to effectuate, and give notice of, the terms and intent of, the Resignation, effective from and after the date of this Instrument:

(a) Resigning Agent hereby assigns to Successor Agent, and Successor Agent hereby assumes, all of Resigning Agent's right, title and interest as Administrative Agent, if any, in and to the Security Instrument and the property encumbered thereby, including all authority of Resigning Agent to act on behalf of the Secured Parties in enforcing, releasing, or assigning the Security Instrument;

(b) Resigning Agent, on behalf of the Secured Parties, assigns to Successor Agent, on behalf of the Secured Parties, and Successor Agent hereby assumes, on behalf of the Secured Parties, all of Resigning Agent's right, title and interest as Administrative Agent, if any, in and to the Security Instrument and the property encumbered thereby;

(c) Successor Agent shall have the exclusive right, power, and authority to exercise all rights, remedies, powers, and authority that the Security Instrument would have permitted Resigning Agent to exercise, all without any joinder, confirmation, or ratification by Resigning Agent; and

(d) Wherever the Security Instrument refers to Resigning Agent, such reference shall be deemed to refer instead to Successor Agent.

2. Each of the foregoing assignments is made without representation, warranty, or recourse of any kind under this Instrument. Any such representations, warranties, or recourse shall be limited to the express terms of the Credit Agreement and the Resignation. Except as may be otherwise provided in the Resignation, Resigning Agent shall have no liability for any acts or omissions of Successor Agent under the Credit Agreement. Except as may be otherwise provided in the Resignation, Successor Agent shall have no liability for any acts or omissions of Resigning Agent under the Credit Agreement.

3. This Instrument may be executed by one or more of the parties to this Instrument on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. Any provision of this Instrument which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

5. Neither this Instrument nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties hereto. This Instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Instrument shall be governed by, and construed in accordance with, the laws of the State in which the real property covered by the Security Instrument is located.

IN WITNESS WHEREOF, Resigning Agent and Successor Agent have executed this Notice of Resignation of Agent, Notice of Appointment of Successor Agent, and Assignment of Deed of Trust as of the date first above-written.

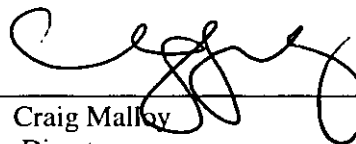
[remainder of page intentionally left blank]

**BARCLAYS BANK PLC,**  
as Successor Agent

By: \_\_\_\_\_

Name: Craig Malloy

Title: Director

A handwritten signature in black ink, appearing to read 'Craig Malloy', is written over a horizontal line. The signature is cursive and somewhat stylized.

**ACKNOWLEDGMENT**

State of New York )

County of New York ) ss.:


On the 29 day of January in the year 2010 before me, the undersigned, personally appeared Craig Malloy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christopher Garcia  
Signature and Office of individual  
taking acknowledgment

CHRISTOPHER GARCIA  
Notary Public, State of New York  
No. 01GA6135790  
Qualified in Orange County  
Commission Expires Oct. 24, 2013



**LEHMAN COMMERCIAL PAPER INC.,**  
as Resigning Agent

By:   
\_\_\_\_\_  
Name: Steve Shirreffs  
Title: Authorize Signatory

**ACKNOWLEDGMENT**

State of New York )

County of New York ) ss.:

On the 29 day of January in the year 2010 before me, the undersigned, personally appeared Steve Shirreffs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Matthew McLaughlin*

Signature and Office of individual  
taking acknowledgment

**MATTHEW McLAUGHLIN**  
Notary Public, State of New York  
No. 01103176252  
Qualified in New York County  
Commission Expires Oct. 29, 2011

**EXHIBIT A**

**Security Instrument**

The following security instrument is recorded in the public records of

County: Utah

State: Utah

Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing

Grantor: Cinemark USA, Inc.

Trustee: Title West Title Company - OREM

Grantee: Lehman Commercial Paper Inc., as administrative agent

Dated: January 8, 2009

Recorded: March 5, 2009

Entry: 23647:2009



**EXHIBIT B****Description of Leased Land**

[A leasehold estate in a **portion** of the real property described below, said leasehold estate being more particularly set forth in that certain Lease Agreement dated October 31, 2007 by and between University Mall Shopping Center, L.C., a Utah limited liability company, as Landlord and Cinemark USA, Inc., a Texas corporation, as Tenant, pursuant to which Tenant leases the Demised Land as **depicted** on Schedule B-1 attached hereto and made a part hereof.]

**LEGAL DESCRIPTION (LANDLORD'S PARCEL)**

The portion of the following described property that is described as DEVELOPER Parcels:

**LEGAL DESCRIPTION  
University Mall Shopping Center**

The following described property in Orem City, State of Utah, to-wit:

All of lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, UNIVERSITY MALL SUBDIVISION, PLAT A, (being part of the Southeast and Southwest Quarters of Section 23 and the Northeast Quarter of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian) as recorded at the office of Utah County Recorder on March 1, 2001 as entry number 19427. Containing approximately 77.418 acres (3,372,328 square feet)

SUBJECT TO and TOGETHER WITH Easements for utilities, rights-of-way and parking as set forth in documents of record

For informational purposes, the following are the descriptions of the Department Store parcels:

MACY Parcel: All of Lot 3 of said Subdivision containing approximately 12.745 acres. (555,177 square feet).

NORDSTROM Parcel: All of Lot 8 of said Subdivision containing approximately 7.243 acres (311,153 square feet).

MERVYN'S Parcel: All of Lot 13 of said Subdivision containing approximately 6.331 acres (275,783 square feet).

DEVELOPER Parcels include all of the above excepting said Lots 3, 8 and 13.

In addition, the following described parcel:

Beginning at a point which is North 00°12'36" West, along the section line 495.95 feet and South 89°47'24" West, 60.73 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 89°17'36" West, 269.26 feet; thence South 00°12'36" East, 469.85 feet; thence North 89°34'27" West, 25.00 feet; thence North 00°12'36" West, 387.48 feet; thence North 89°17'35" West, 140.04 feet; thence North 00°06'50" West, 82.54 feet; thence South 89°16'37" East, 46.70 feet; thence North 01°12'35" West, 330.01 feet; thence North 89°17'35" West, 46.20 feet; thence North 00°12'35" West, 471.96 feet; thence South 89°10'36" East, 231.57 feet; thence South 84°26'32" East, 80.72 feet; to a point on a 202.00 foot radius curve to the left; thence 16.79 feet along said curve through a central angle 4°45'49" (chord bears South 86°49'26" East, 16.79 feet); thence South 89°12'21" East, 59.00 feet; thence South 00°11'36" East, 80.88 feet to a point on a 1165.35 foot radius curve to the left; thence 224.78 feet along said curve through a central angle of 11°03'09" (chord

bears South 05°43'10" East, 224.43 feet; thence South 11°14'43" East, 25.86 feet to a point on a 1035.29 foot radius curve to the right; thence 197.96 feet along said curve through a central angle of 10°57'20" (chord bears South 05°46'03" East, 197.66 feet); thence South 00°17'24" East, 73.00 feet; thence 00°35'18" East, 58.92 feet; thence South 00°10'05" East, 136.31 feet to the point of beginning.

In addition, because of existence of certain Cross-easements, the following is a description of the COSTCO SHOPPING CENTER containing approximately 22.730 acres (990,125 square feet):

All of Lots 16, 17, 18, 19 and 1, of said UNIVERSITY MALL SUBDIVISION, PLAT A, as heretofore described; subject to and together with Easements for utilities, rights-of-way and parking.

The COSTCO DEPARTMENT STORE Parcel is described as: All of Lot 17, of said Subdivision containing approximately 13.201 acres (575,052 square feet).

DEVELOPER Parcels include all of Lots 1, 16, 18 and 19 of said Subdivision.

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## DEMISED LAND

### Parcel 1

Beginning at a point which is North 00°12'36" West, along the section line 1131.86 feet and South 89°47'24" West, 118.21 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence West, 376.12 feet; thence North 00°12'35" West, 171.65 feet; thence South 89°10'36" East, 231.57 feet; thence South 84°26'32" East, 80.72 feet to a point on a 202.00 foot radius curve to the left; thence 16.79 feet along said curve through a central angle of 4°45'49" (chord bears South 86°49'26" East, 16.79 feet); thence South 89°12'21" East, 44.99 feet; thence South 00°11'36" East, 81.11 feet to a point on a 1179.35 foot radius curve to the left; thence 77.90 feet along said curve through a central angle of 3°47'05" (chord bears South 02°05'07" East, 77.89 feet) to the point of beginning.

(Being the proposed Lot 20, University Mall Theater Expansion Plat)

### Parcel 2

Together with rights accrued under that certain Construction, Operation and Reciprocal Easement Agreement and the terms, conditions and limitations contained therein, recorded: November 3, 1971, as Entry No.: 14867, in Book 1244, at Page 410, as said instrument has heretofore been amended and/or supplemented.

**EXHIBIT B-1**

**Mortgaged Lease**

