

RECORDATION REQUESTED BY:

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WHEN RECORDED MAIL TO:

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New York, New York 10017

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168573
57-068-0020

**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF
LEASES, RENTS AND REVENUES, AND FIXTURE FILING**

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES, RENTS AND REVENUES, AND FIXTURE FILING (this "Amendment"), is made as of November 24, 2015, by and between CINEMARK USA, INC., a Texas corporation (the "Grantor"), whose address is 3900 Dallas Parkway, Suite 500, Plano, TX 75093, and BARCLAYS BANK PLC, as Administrative Agent (in such capacity, the "Beneficiary"), whose address is 70 Hudson St. 10th Floor, Jersey City, NJ 07302.

COURTESY/RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Stewart Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

WITNESSETH:

WHEREAS, Cinemark USA, Inc. (the "Borrower"), the lenders from time to time parties thereto, Lehman Commercial Paper Inc., as administrative agent, and the other agents party thereto have entered into the Credit Agreement, dated as of October 5, 2006 (as further amended, supplemented and otherwise modified, the "Original Credit Agreement");

WHEREAS, in connection with the Original Credit Agreement, the Beneficiary is the beneficiary under that certain security instrument more particularly described on Exhibit A-1 attached hereto (the "Existing Security Instrument") encumbering certain real property (the "Property") more particularly described on Exhibit A-2 annexed hereto;

WHEREAS, the Original Credit Agreement has been amended and restated pursuant to the Amended and Restated Credit Agreement dated as of December 18, 2012, which has been further amended pursuant to the First Amendment dated as of December 18, 2012 (the "First Amendment"); together with the Original Credit Agreement, the "Existing Credit Agreement") and which has been further amended pursuant to the Second Amendment dated as of May 8, 2015 (the "Second Amendment"), among Cinemark Holdings, Inc., the Borrower, the several lenders from time to time parties thereto (the "Lenders"), the Beneficiary, as Lead Arranger and Administrative Agent, and other agents party thereto (the Original Credit Agreement, as Orem, UT - #1041

amended by the First Amendment and the Second Amendment, and as the same may be further amended, modified, waived, restated, substituted or otherwise supplemented from time to time, the "Credit Agreement";

WHEREAS, the parties hereto desire to amend the Existing Security Instrument as hereinafter set forth in order to give notice of the amendment to the Existing Credit Agreement as reflected in the Second Amendment and to make such other modifications as more fully set forth below; and

WHEREAS, the Existing Security Instrument, as amended hereby, remains in full force and effect and the lien and security interest and the priority of such lien and security interest granted thereunder continues (without interruption) thereunder.

NOW, THEREFORE, the Grantor hereby makes the following representations and warranties and hereby covenants and agrees with the Beneficiary as follows:

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Existing Security Instrument, as amended hereby. The definitions of any terms defined in the Existing Security Instrument by reference to the terms defined in the "Credit Agreement" shall have the meanings ascribed thereto in the Credit Agreement (as defined in the third WHEREAS clause above).

2. It is hereby acknowledged and agreed as follows:

(a) Each reference in the Existing Security Instrument to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement (as defined herein), as the same may be further amended, modified, waived, restated, substituted or otherwise supplemented from time to time, including any modification changing the amount, the interest rate, the maturity date, or other terms of the Loans or the Obligations.

(b) All references in the Existing Security Instrument to "October 4, 2016" (if any) are hereby deleted and "May 8, 2022" is substituted therefor.

3. The parties hereby give notice that the Existing Credit Agreement has been amended pursuant to the Second Amendment, which, among other things, extended the maturity date of the Loans to May 8, 2022.

4. Except as specifically modified herein, all of the terms and provisions of the Existing Security Instrument and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Existing Security Instrument are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Grantor specifically acknowledging the validity and enforceability thereof.

5. This Amendment is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Existing Security Instrument. As modified hereby, the Existing Security Instrument is ratified and confirmed in all respects.

6. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. Any reference to the/this "Mortgage" in the Existing Security Instrument shall be deemed to mean the Existing Security Instrument, as modified by this Amendment, and as the same may be further amended, modified, waived, restated, substituted or otherwise supplemented from time to time.

9. The use of the singular shall include the plural when the context requires and vice versa.

10. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Property is located.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

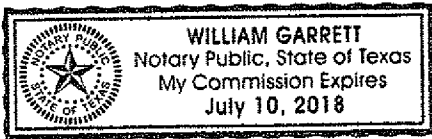
GRANTOR:

CINEMARK USA, INC.,
a Texas corporation

By: *Paul A. Ledbetter*
Name: Paul A. Ledbetter
Title: Vice President-Real Estate Counsel

STATE OF TEXAS)
 : ss.
COUNTY OF COLLIN)

On the 17 day of November, 2015, personally appeared before me, Paul A. Ledbetter, who being duly sworn, did say that he is the Vice President-Real Estate Counsel of CINEMARK USA, INC., a Texas corporation, and that the foregoing instrument was signed on behalf of said CINEMARK USA, INC., by authority of its Articles of Incorporation or Bylaws, and he acknowledged to me that he executed the same.



[AFFIX NOTARY STAMP]

William Garrett
Notary Public, State of Texas
Print Notary Name: William Garrett

EXHIBIT A-1

Existing Security Instrument

The following security instruments are recorded in the public records of

County: Utah

State: Utah

Deed of Trust, Assignment of Leases, Rents and Revenues, and Fixture Filing

Grantor: Cinemark USA, Inc.
Trustee: Title West Company
Beneficiary: Lehman Commercial Paper Inc.
Dated: January 8, 2009
Recorded: March 5, 2009
Document: 23647

As affected by:

Notice of Resignation of Agent, Notice of Appointment of Successor Agent, and Assignment of Deed of Trust

Resigning Agent: Lehman commercial Paper Inc.
Successor Agent:: Barclays Bank PLC
Dated: January 29, 2010
Recorded: June 7, 2010
Document: 46734

First Amendment to Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing

Mortgagor: Cinemark USA, Inc.
Mortgagee: Barclays bank PLC
Date: May 23, 2013
Recorded: June 26, 2013
Document: 61904

EXHIBIT A-2

Legal Description of the Property

Approximately 47,263 square feet of area being a portion of the real property described below:

Lot 20, UNIVERSITY MALL VILLAGE SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah.

Tax ID No: 57-068-0020