

RECORDATION REQUESTED BY:

Timothy Gallagher
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017

WHEN RECORDED MAIL TO:

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425 Lexington Avenue
New York, New York 10017

ENT 4495:2019 PG 1 of 11
Jeffery Smith
Utah County Recorder
2019 Jan 17 11:29 AM FEE 57.00 BY SW
RECORDED FOR Stewart Title - Downtown
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**THIRD AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS **THIRD AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** (this "Amendment"), is made as of November 16, 2018, by and between **CINEMARK USA, INC.**, a Texas corporation (the "Grantor"), whose address is 3900 Dallas Parkway, 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.

W I T N E S S E T H:

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 (as amended, 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, as amended by that certain First Amendment thereto dated as of December 18, 2012, the Second Amendment thereto dated as of May 8, 2015, the Third Amendment thereto dated as of June 13, 2016, the Fourth Amendment thereto dated as of December 15, 2016 and the Fifth Amendment thereto dated as of June 16, 2017 (the "Existing Credit Agreement Amendments" and together with the Original Credit Agreement, the "Existing Credit Agreement"), among Cinemark Holdings, Inc.,

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(“Holdings”), the Borrower, the several lenders from time to time parties thereto (the “Lenders”), the Beneficiary, as Administrative Agent, and other agents party thereto (as the same may be further amended, modified, waived, restated, substituted or otherwise supplemented from time to time, the “Credit Agreement”);

WHEREAS, the Borrower, Holdings and Beneficiary have amended the Existing Credit Agreement pursuant to the terms and conditions of that certain Sixth Amendment dated as of November 28, 2017 and that certain Seventh Amendment dated March 29, 2018 (collectively, the “Credit Agreement Amendment”). The Credit Agreement Amendment reconfirms the Existing Credit Agreement and provides for, among other things, certain amendments to the Existing Credit Agreement, including (i) a reduction of the Applicable Margin (as defined in the Credit Agreement) with respect to the entire Revolving Credit Facility (as defined in the Credit Agreement). (ii) an extension of the maturity date, (iii) the refinancing and/or replacement of all Existing Term Loans (as defined in the Credit Agreement Amendment) with New Term Loans (as defined in the Credit Agreement) and (iv) other changes in the terms and conditions of the indebtedness now or in the future outstanding under 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 Existing Credit Agreement Amendments and the Credit Agreement Amendment and to make such other modifications as more fully set forth below; and

WHEREAS, the Existing Security Instrument, as amended by this Amendment, 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. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to the Beneficiary of the Property.

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. The Existing Security Instrument is hereby amended as follows:

(a) *Definition of “Credit Agreement.”* Whenever referred to herein or in the Existing Security Instrument, “Credit Agreement” shall mean the Existing Credit Agreement, as amended by the Credit Agreement Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations or giving notice of any such changes; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility,

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securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Administrative Agent's acknowledgment of such agreement or successor agreements.

(b) *Definition of "Obligations"*. Whenever referred to herein or in the Existing Security Instrument, "Obligations" shall mean the Obligations (as defined in the Existing Security Instrument), as amended and modified by the Credit Agreement Amendment, and as may be further amended, restated, amended and restated, supplemented and otherwise modified from time to time if and when the Credit Agreement is further amended, restated, amended and restated, supplemented or otherwise modified 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.

(c) All references in the Existing Security Instrument to "May 8, 2022" (if any) are hereby deleted and "March 29, 2025" is substituted therefor.

(d) The Second Amendment to Deed of Trust (as defined in Exhibit A-1) is hereby amended by deleting the reference to "Mortgage" in Section 8 and replacing it with "Deed of Trust".

(e) The Second Amendment to Deed of Trust is hereby amended by deleting the reference to "Deed of Trust, Assignment of Leases, Rents and Revenues, and Fixture Filing" on Exhibit A-1 attached thereto and replacing it with "Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing".

(i) The Second Amendment to Deed of Trust is hereby amended by deleting the reference to "First Amendment to Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing" on Exhibit A-1 attached thereto and replacing it with "First Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing".

(f) The Second Amendment to Deed of Trust is hereby amended by deleting the reference to "23647" on Exhibit A-1 attached thereto and replacing it with "23647:2009".

(g) The Second Amendment to Deed of Trust is hereby amended by deleting the reference to "46734" on Exhibit A-1 attached thereto and replacing it with "46734:2010".

(h) The Second Amendment to Deed of Trust is hereby amended by deleting the reference to "61904" on Exhibit A-1 attached thereto and replacing it with "61904:2013".

3. The parties hereby give notice that the Existing Credit Agreement has been amended pursuant to the Credit Agreement Amendment.

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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 "Deed of Trust" 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.

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.

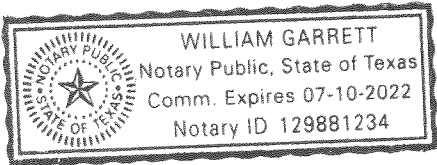
GRANTOR:

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 7th day of November, 2018, 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*

BENEFICIARY:

BARCLAYS BANK PLC,
as Administrative Agent

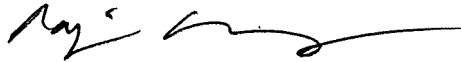
By: 
Name: Vanessa Kurbatskiy
Title: Vice President

STATE OF NEW YORK)

: ss.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me on this 7th day of November, 2018, by Vanessa Kurbatskiy as Vice President of **BARCLAYS BANK PLC**, as Administrative Agent, on behalf of same. Said person is either personally known to me, or produced N/A as identification.



Notary Public, State of New York
Print Notary Name: _____

[AFFIX NOTARY STAMP]

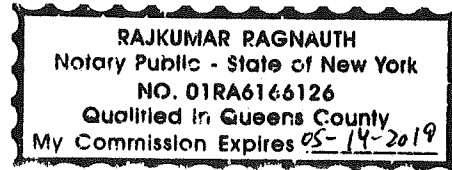


EXHIBIT A-1

Existing Security Instrument

The following security instruments are 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 Company
Beneficiary: Lehman Commercial Paper Inc.
Dated: January 8, 2009
Recorded: March 5, 2009
Document: 23647:2009

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: 46734:2010

As amended by:

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

Grantor: Cinemark USA, Inc.
Beneficiary: Barclays Bank PLC
Dated: May 23, 2013
Recorded: June 26, 2013
Document: 61904:2013

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As amended by:

Second Amendment to Deed of Trust, Assignment of Leases, Rents and Revenues and Fixture Filing (the "Second Amendment to Deed of Trust")

Grantor:	Cinemark USA, Inc.
Beneficiary:	Barclays Bank PLC
Dated:	November 24, 2015
Recorded:	December 18, 2015
Document:	113458:2015

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EXHIBIT A-2

Legal Description of the Property

Parcel 1:

Lot 20, University Mall Village Subdivision, according to the official plat thereof and of record in the Office of the Utah County Recorder.

Parcel 2:

Together with a non-exclusive easement in, to and over the common areas as set forth in that certain Construction, Operation and Reciprocal Easement Agreement, and the terms, conditions, limitations and obligations imposed thereby, recorded November 3, 1971, as Entry No. 14867, in Book 1244, at Page 410; as amended in that First Amendment to Construction, Operation and Reciprocal Easement Agreement, and the terms, conditions, limitations and obligations imposed thereby, recorded April 10, 1973, as Entry No. 5962, in Book 1322, at Page 666; and further amended in the Second Amendment to Construction, Operation and Reciprocal Easement Agreement, and the terms, conditions limitations and obligations imposed thereby, recorded January 29, 1982, as Entry No. 3710, in Book 2881, at Page 815.

Tax ID: 57-068-0020

Also described as

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[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°35'10" 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.

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.