

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, New York 10017  
Attention: Christopher Garcia

#1041 Orem, Utah County, Utah

BST# 168573  
57-068-002D

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT  
OF LEASES AND RENTS AND FIXTURE FILING

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment"), is made as of May 23, 2013, by and between CINEMARK USA, INC., a Texas corporation (the "Grantor"), whose address is 3900 Dallas Parkway, Suite 500, Plano, Texas 75093 and BARCLAYS BANK PLC, as Administrative Agent (in such capacity, the "Beneficiary"), whose address is c/o Americas Loan Operations, 70 Hudson Street, 10<sup>th</sup> Floor, Jersey City, New Jersey 07302.

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 (the "Amendment and Restatement"), 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 (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 amendments and restatement to the Original

Credit Agreement as reflected in the Amendment and Restatement 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. 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.

3. The parties hereby give notice that the Original Credit Agreement has been amended and restated pursuant to the Amendment and Restatement.

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 "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.

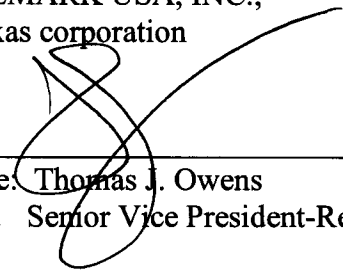
10. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Property is located.

*[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:   
Name: Thomas J. Owens  
Title: Senior Vice President-Real Estate

**Beneficiary:**

BARCLAYS BANK PLC,  
as Administrative Agent

By:   
Name: **Craig Malloy**  
Title: **Director**

STATE OF TEXAS )  
 : ss.:  
COUNTY OF COLLIN )

On this 23rd day of May in the year 2013 before me, Matthew Myers, a Notary Public of said State, duly commissioned and sworn, personally appeared Thomas J. Owens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

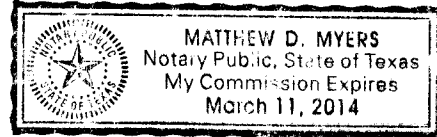
*Matthew D. Myers*

Notary Public

[Notarial Stamp]

My commission Expires:

3/11/2014



STATE OF New York )  
 : ss.:  
COUNTY OF New York )

On this 6 day of June in the year 2013 before me, Christopher Garcia a Notary Public of said State, duly commissioned and sworn, personally appeared CRAIG MALLOY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Christopher Garcia  
Notary Public

[Notarial Stamp]

My commission Expires:

October 24, 2013

CHRISTOPHER GARCIA  
Notary Public, State of New York  
No. 01000135790  
Qualified in Orange County  
Commission Expires Oct. 24, 2013

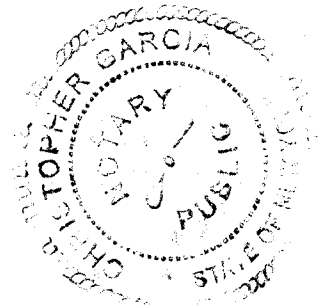


EXHIBIT A-1

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., a Texas corporation  
Trustee: Title West Company - Orem  
Beneficiary: Lehman Commercial Paper, Inc., as administrative agent  
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, as successor Administrative Agent  
Dated: January 29, 2010  
Recorded: June 7, 2010  
Document: 46734:2010

EXHIBIT A-2

Legal Description of the Leased 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***