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JUN 26 7 59 AM '90

#128, Stockyards Plaza
Omaha, Nebraska

GEORGE L. BOGARD
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

LANDLORD'S AGREEMENT

THIS LANDLORD'S AGREEMENT made and entered into as of February 5, 1990 among Stockyards Plaza Limited Partnership, a Nebraska limited partnership ("Lessor"), having its principal place of business at 11506 Nicholas, Suite 200, Omaha, Nebraska 68154, CINEMARK USA, INC., a Texas corporation ("Lessee"), having its principal place of business at Suite 470--LB9, 7502 Greenville Avenue, Dallas, Texas 75231, and BANKERS TRUST COMPANY, a bank organized under the laws of the State of New York ("Bank"), having its principal place of business at 280 Park Avenue, New York, New York 10017 (for notice purposes hereunder, Attention: William Archer, Managing Director, Media Group-15 West).

BACKGROUND

A. Lessor and Lessee are the current lessor/landlord and lessee/tenant, respectively, under a certain lease agreement more particularly described on Schedule A attached hereto (the "Lease"), of which a memorandum or short form of even date herewith has been (or is to be) recorded, pursuant to which Lease Lessee leases certain property more particularly described on Schedule B attached hereto (the "Leased Premises").

B. Lessee desires to grant and convey to Bank a lien on, and security interest in, Lessee's leasehold interest in the Leased Premises, together with all improvements, fixtures and personal property of Lessee located thereon, pursuant to the terms of a certain deed of trust [or mortgage] and security agreement to secure certain existing and future indebtedness of Lessee to Bank.

C. Lessee has requested that Lessor enter into this Agreement in order to induce Bank to make financing available to Lessee and to accept Lessee's interest in the Leased Premises as collateral for such financing.

NOW, THEREFORE, for and in consideration of the premises, and for the sum of Ten and No/100 Dollars (\$10.00) paid by Lessee to Lessor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lessor and Lessee confirm that the leasehold estate created by the Lease is valid and subsisting as of the date hereof, and that the Lease has not been modified or amended except as shown on Schedule A. Lessor and Lessee agree that, notwithstanding any

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provision of the Lease to the contrary, Lessee shall not be entitled to request or obtain any cancellation or termination of the Lease prior to the expiration of the scheduled Lease term unless Lessee has furnished Lessor a copy of Bank's written consent to such action.

2. To the best of Lessor's and Lessee's knowledge and belief, no event has occurred and is continuing which constitutes a default under the terms of the Lease, or which would constitute a default with the giving of any required notice or lapse of time, or both.

3. Notwithstanding anything to the contrary contained in the Lease, Lessor consents to Lessee's granting to Bank a lien on, and security interest in, Lessee's interest in the Leased Premises and all furniture, furnishings, equipment and fixtures owned by Lessee and located at the Leased Premises (the "Personal Property Collateral"), and confirms that neither the grant of such lien and security interest, nor the enforcement thereof, will create a default under the terms of the Lease.

4. (a) If Lessor intends to terminate or cancel the Lease as a result of the occurrence of any default under the terms of the Lease, Lessor agrees to send prompt notice of such default and intended action to Bank at its address indicated above. Notwithstanding any provision of the Lease to the contrary:

- (1) if such default results from Lessee's failure to pay any monetary obligation required to be paid by Lessee under the terms of the Lease, Bank shall be entitled to cure, or cause to be cured, any such default within 15 days after receipt of such notice from Lessor; and
- (2) for any default by Lessee other than a monetary default as described in (1) above, Bank shall be entitled to cure, or cause to be cured, any such default with 30 days after receipt of such notice from Lessor; provided, that after such 30 day period, so long as (i) Bank is taking reasonable action to cause such cure to be effected or to enforce Bank's rights with respect to Lessee's interest in the Leased Premises, and (ii) all monetary obligations required to be paid by Lessee under the terms of the Lease are being timely paid, then Bank shall be entitled to postpone any termination of the Lease for a period up to six months after receipt of such notice from Lessor.

(b) If at the end of the six-month period provided in (2) above such non-monetary default has not been cured and Lessor terminates the Lease, Bank or any affiliate of Bank shall be entitled, at its request, to enter into a new lease for the Leased Premises for the balance of the original lease term, subject to the same requirements and conditions as set forth in the original Lease.

5. Notwithstanding any provision in the Lease to the contrary, the leasehold estate in the Leased Premises may be assigned upon foreclosure by Bank, or upon any assignment or conveyance in lieu thereof, to (i) an affiliate of Bank, (ii) a nationally recognized and financially viable motion picture theater operator, or (iii) another motion picture theater operator approved by Lessor (such approval not to be unreasonably withheld), so long as any such party shall assume all obligations of Lessee under the original Lease.

6. Lessor agrees that none of the Personal Property Collateral shall be deemed a fixture or a part of the Leased Premises, but shall at all times be considered personal property. Lessor agrees that Bank or its representatives or invitees may enter the Leased Premises at any time during normal business hours to inspect the Personal Property Collateral.

7. Subject to satisfaction of any prior rights or claims of Lessor in the Personal Property Collateral resulting from rental or lease payments then due and owing to Lessor, Bank shall be entitled to enforce its security interest in the Personal Property Collateral, including the sale and/or removal of such Collateral from the Leased Premises. Bank shall repair any physical damage caused to the Leased Premises by such removal.

8. All notices provided for under this Agreement shall be in writing, delivered by hand or sent by first-class, registered or certified mail, postage prepaid, addressed to the party who is to receive such notice at the respective address for such party indicated above. Any party shall be entitled to change its address for notices hereunder by giving written notice to the other parties in the manner provided in this paragraph 8.

9. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors, successors-in-title, heirs, legal representatives and assigns. If any part of any provision contained in this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

10. This Agreement shall be governed by the laws of the State where the Leased Premises are located.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

STOCKYARDS PLAZA LIMITED
PARTNERSHIP
BY: STOCKYARDS PLAZA, INC., GENERAL PARTNER

By: [Signature]
Name: Christopher R. Held
Title: Vice-President

LANDLORD

CINEMARK USA, INC.

By: [Signature]
Name: Lee Roy Mitchell
Title: President

TENANT

BANKERS TRUST COMPANY

By: [Signature]
Name: William W. Archer
Title: Managing Director

BANK

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 5th day of February, 1990, by Lee Roy Mitchell, President of CINEMARK USA, INC., a Texas corporation, on behalf of said corporation.

[Notarial Seal]

My Commission Expires:

July 19, 1992

[Signature]
Notary Public, State of Texas

LE ANN RUDD
(Printed Name of Notary)

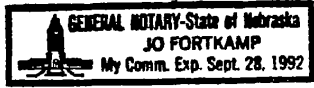
[ACKNOWLEDGMENT -- LANDLORD -- CORPORATION OR PARTNERSHIP]

THE STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on the 8th day of February, 1990, by Christopher R. Held, Vice-President of Stockyards Plaza, Inc., a Nebraska corporation, the general partner of Stockyards Plaza, Limited Partnership, on behalf of said corporation.

[Notarial Seal]



Jo Fortkamp
Notary Public, State of
Nebraska

My Commission Expires:

9/28/92

Jo Fortkamp
(Printed Name of Notary)

[ACKNOWLEDGMENT -- LANDLORD -- INDIVIDUAL]

THE STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1989, by _____.

[Notarial Seal]

Notary Public, State of

My Commission Expires:

(Printed Name of Notary)

THE STATE OF New York
COUNTY OF Suffolk

This instrument was acknowledged before me this 07th day
of March, 1989 by William H. Laska, the
President of BANKERS TRUST COMPANY, a New York
banking corporation, on behalf of said corporation.

[Notarial Seal]



My Commission Expires:

MARV E. ZADROGA
Notary Public, State of New York
No. 4876035
Qualified in Suffolk County
Commission Expires Dec. 8, 1990

Marv E. Zadroga
Notary Public, State of
New York

MARV E. ZADROGA
(Printed Name of Notary Public)

SCHEDULE "A"

Omaha, Douglas County, Nebraska

Lease dated June 13, 1989, by and between Stockyards Plaza, Limited Partnership, a Nebraska limited partnership, as Landlord, and Cinemark USA, Inc., a Texas corporation, as Tenant, as amended by Amendment No. 1 to Lease dated February 5, 1990.

SCHEDULE B

That certain real property located in the City of Omaha, County of Douglas, State of Nebraska, containing approximately 5.585 acres, including the 26,000 square foot building, more or less, more particularly described in Schedule B-1 and outlined in red on that certain site plan or drawing, as shown in Schedule B-2.

4-14-13

Part of Tax Lot 10 in the North Half of the Southwest Quarter (N1/2 SW1/4) and part of the Southeast Quarter (SE1/4) of Section 4, Township 14 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, as more particularly described as follows:

4-14-13

Part of Tax Lot 10 located in the Southwest Quarter (SW1/4) of Section 4, Township 14 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of Edward Babe Gomez Avenue and the Easterly right-of-way line of 33rd Street; thence North 07°00'14" East (assumed bearing), along the Easterly right-of-way line of said 33rd Street, a distance of 205.23 feet; thence South 88°52'32" East, along the Easterly right-of-way line of 33rd Street, as dedicated and recorded in Book 823, Page 100 of the Douglas County Register of Deeds, a distance of 46.52 feet; thence South 01°07'28" West, a distance of 20.00 feet; thence South 88°52'32" East, a distance of 145.11 feet; thence North 01°07'28" East, a distance of 293.55 feet; thence South 89°02'07" East, along the proposed South right-of-way line of "L" Street, a distance of 229.95 feet; thence South 84°26'48" East, along said right-of-way line, a distance of 70.26 feet; thence South 01°07'28" West, a distance of 198.76 feet; thence South 88°52'32" East, a distance of 171.00 feet; thence North 01°07'28" East, a distance of 192.86 feet; thence South 89°02'07" East, along the proposed South right-of-way line of "L" Street, a distance of 50.00 feet; thence South 01°07'28" West, a distance of 339.00 feet; thence North 88°52'32" West, a distance of 264.81 feet; thence South 01°07'28" West, a distance of 225.72 feet; thence North 78°25'46" West, along the proposed Northerly right-of-way line of Edward Babe Gomez Avenue, a distance of 457.29 feet; thence North 51°24'31" West, along said right-of-way line, a distance of 24.10 feet, to the Point of Beginning.

NOTE: The above premises is to be known as Lot 3, in STOCKYARDS PLAZA II.

SCHEDULE "B-2"

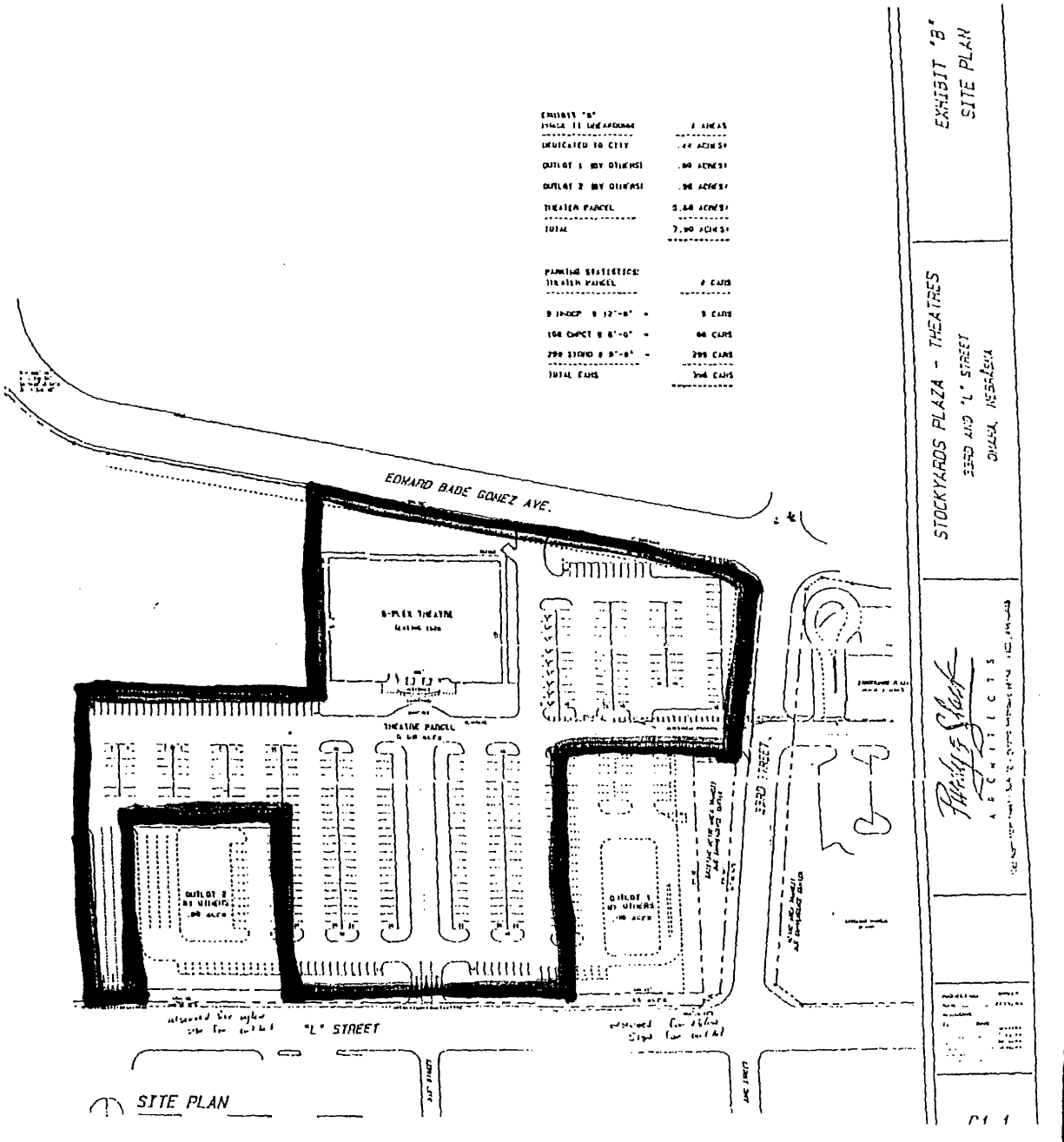


EXHIBIT "B"	
TRAILER TO LEASER/DONOR	8 AREAS
DEDICATED TO CITY	44 AREAS
OUTLOT 1 BY OTHERS	80 AREAS
OUTLOT 2 BY OTHERS	80 AREAS
THEATRE PARCEL	3.88 ACRES
TOTAL	7.80 ACRES
PARKING CAPACITY:	
THEATRE PARCEL	8 CARS
8' X 100' @ 12' X 8' =	8 CARS
164' X 100' @ 8' X 10' =	80 CARS
298' X 100' @ 8' X 8' =	298 CARS
TOTAL CARS	386 CARS

EXHIBIT "B"
SITE PLAN

STOCKYARDS PLAZA - THEATRES
33RD AND "L" STREET
DULLES, VIRGINIA

Francis Stark
ARCHITECTS

SITE PLAN

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