



BK 0917 PG 259



MISC 1990 04754

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GEORGE J. EDWARDS
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Cinemark USA, Inc.
Suite 800 - LB9
7502 Greenville Avenue
Dallas, Texas 75231
Attn: Margaret Richards

4754 J. Mue

917 N _____ FEE 40.50
REC 259-266 4-14-13 DEL 1/4 MC WS
OF MUE COMP RA F/B 01-60000

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of February 5, 1990 by Stockyards Plaza Limited Partnership, a Nebraska limited partnership ("Landlord"), whose address is 11506 Nicholas, Suite 200, Omaha, Nebraska 68154, and CINEMARK USA, INC., a Texas corporation ("Tenant"), whose address is Suite 800-LB9, 7502 Greenville Avenue, Dallas, Texas 75231.

A. Pursuant to that certain lease dated June 13, 1989, and the amendments or modifications thereto, more particularly described on Schedule A attached hereto (such lease and such amendments or modifications being referred to herein, collectively, as the "Lease"), Tenant is the owner of a leasehold interest in that certain real property owned by Landlord, which real property is more particularly described on Schedule B attached hereto (the "Real Property").

B. Landlord and Tenant wish to record this Memorandum of Lease in order to give constructive notice of Tenant's leasehold interest.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Property Leased. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Real Property for the term, at the rental and upon the covenants and conditions set forth in the Lease, which Lease is by this reference incorporated herein and made a part hereof as fully as if set forth herein at length.

2. Term of Lease. The lease term is for the period of twenty-five (25) years commencing the earlier of (i) the date Tenant opens for business to the public in the demised premises, or (ii) forty-five (45) days after the date on which Landlord tenders exclusive possession of the demised premises after completion of Landlord's work subject to any extension or renewal options contained in the Lease.

3. Conflict With Lease. The lease of the Real Property from Landlord to Tenant is subject to all of the terms, covenants and conditions set forth in the Lease, including, without limitation, any purchase options, expansion options or rights of first refusal contained in the Lease. In the event of any conflict between this Memorandum of Lease and the Lease, the terms, covenants and conditions of the Lease shall control.

4. No mortgagee can terminate or cutoff this Lease so long as Tenant is not in default under the Lease.

5. Renewal option of four (4) terms of five (5) years each.

6. Tenant has been granted, as a consideration of the Lease Agreement, certain rights regarding tenant mixture, quiet enjoyment and marketable title as more fully described in Article XIX of the Lease.

7. Tenant has been granted, as a consideration of the Lease Agreement, certain non-exclusive rights for parking, ingress and egress which Landlord covenants shall not be denied. These include but are not limited to: (i) the non-exclusive use of the Common Area of the Shopping Center including exits, entrances, driveways and parking areas; (ii) the non-exclusive right of ingress and egress, and parking over all roads, streets, alleys, sidewalks and ways, public or private, and parking areas bounding the leased premises and/or the Shopping Center; (iii) Landlord's covenant that the ratio of parking space to Shopping Center building floor space shall not be reduced to less than that required by all applicable laws, rules or regulations, and shall at all times comply with same.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease on the dates set forth in the acknowledgments hereto.

STOCKYARDS PLAZA,
LIMITED PARTNERSHIP,
a Nebraska limited partnership

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

LANDLORD

CINEMARK USA, INC.

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

TENANT

THE STATE OF TEXAS
COUNTY OF DALLAS

I, Lee Ann Russ, a Notary Public in and for said county in said state, hereby certify that Lee Roy Mitchell, whose name as President of CINEMARK USA, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 5th day of February, A.D. 1990.

[SEAL]

[Signature]
Notary Public, State of Texas

My Commission Expires:

7-19-92

Lee Ann Russ
Print Name of Notary Public

[ACKNOWLEDGMENT -- LANDLORD -- INDIVIDUAL]

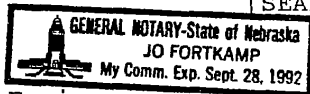
THE STATE OF Nebraska

COUNTY OF Douglas

I, Jo Fortkamp, a Notary Public in and for said county in said state, hereby certify that Christopher R. Hill whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 8th day of February, A.D. 1990.

[SEAL]



Jo Fortkamp
Notary Public, State of Nebraska

My Commission Expires:

9/28/92

Jo Fortkamp
Print Name of Notary Public

[ACKNOWLEDGMENT -- LANDLORD -- CORPORATION]

THE STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this _____ day of _____, A.D. 1990.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print Name of Notary Public

[ACKNOWLEDGMENT -- LANDLORD -- PARTNERSHIP]

THE STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such _____, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, A.D. 1990.

[SEAL]

Notary Public, State of _____

My Commission Expires:

Print 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.

SCHEDULE B-1

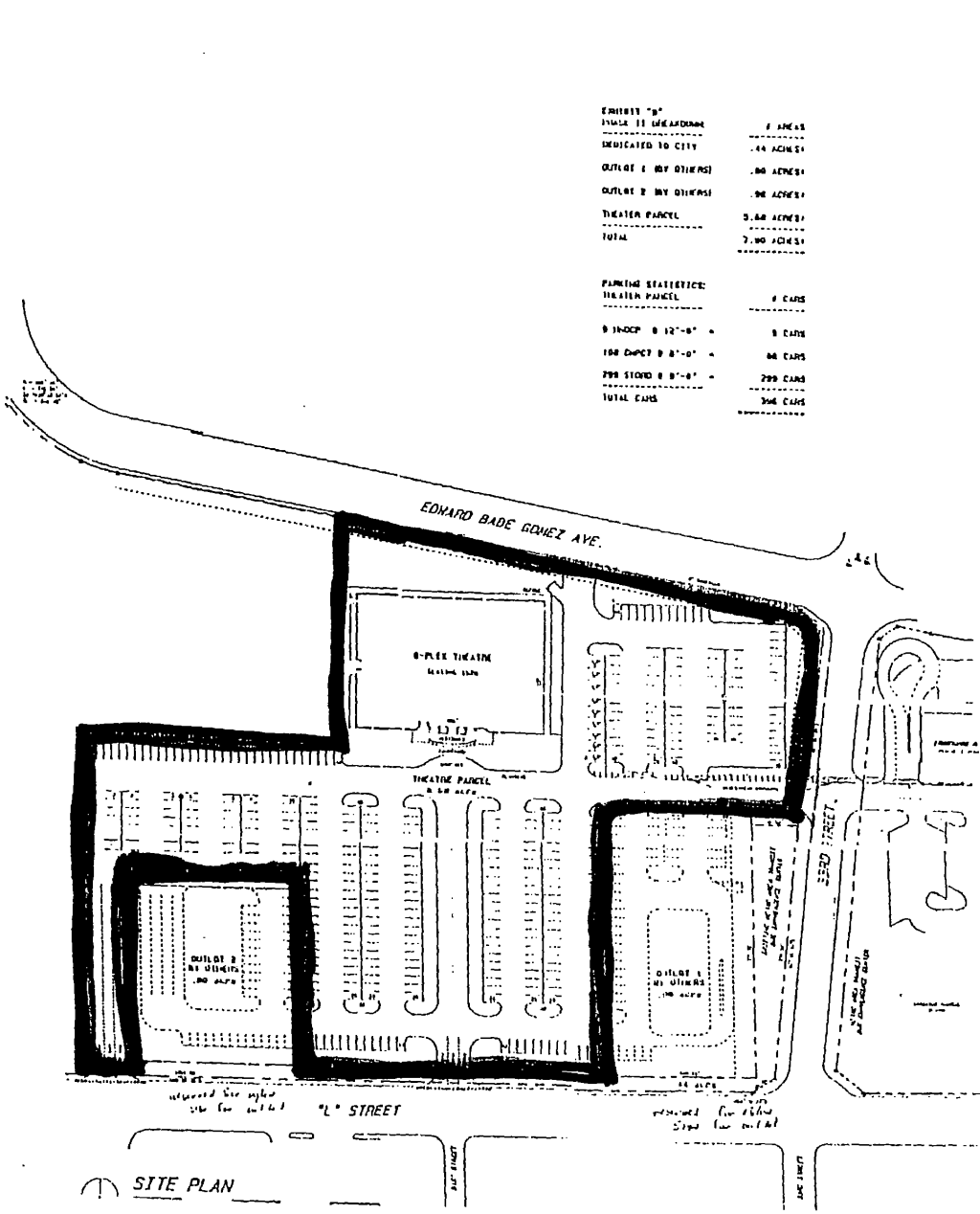
Part of Tax Lot 10 in the North Half of the Southwest Quarter (N1/2 SW1/4) and part of the Southeast Quarter (SE1/4) of Section 4, Township 14 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, as more particularly described as follows:

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"



TRIBUT "B"	
TRUCK II MEADOWS	0 ACRES
DEDICATED TO CITY	.44 ACRES
OUTLOT 1 BY OTHERS	.86 ACRES
OUTLOT 2 BY OTHERS	.86 ACRES
THEATER PARCEL	3.88 ACRES
TOTAL	7.80 ACRES
PARKING STATISTICS	
THEATER PARCEL	0 CARS
3-NDOP 8 12'-0"	0 CARS
150' DRIVE 8 8'-0"	84 CARS
299 STALLS 8 8'-0"	299 CARS
TOTAL CARS	383 CARS

EXHIBIT "B"
SITE PLAN

STOCKYARDS PLAZA - THEATRES
3300 419 "L" STREET
DUBLIN, MISSISSIPPI

Philip S. Slack
ARCHITECTS

SITE PLAN

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