

RECORDING REQUESTED BY:

Teresa Gardner, City Clerk
City of Sparks
431 Prater Way
Sparks, NV 89431

PARKING AGREEMENT

This Parking Agreement (“Agreement”) is made as of _____, 2015, by and among the **SPARKS REDEVELOPMENT AGENCY** (“Agency”), the **CITY OF SPARKS** (“City”), and **CENTURY THEATRES, INC.**, a California corporation (“Century”).

RECITALS:

WHEREAS, Agency, City and Century are parties to that certain Real Property Disposition and Development Agreement, entered in December 26, 1996, by and among the Agency, City, Syufy Enterprises, a California limited partnership and Century (“Development Agreement”);

WHEREAS, pursuant to that Development Agreement, the City agreed to provide Century access to a parking structure to service Century’s motion picture theatre (the “Theatre”), as part of the Phase I improvements, to include no less than 700 parking stalls for Century’s customers (“Parking Structure”);

WHEREAS, Agency, City and Century now wish to enter into this Agreement that supplements the agreement between the City and Century within that Development Agreement, and further clarifies the accessibility of the Parking Structure;

NOW, THEREFORE, in consideration of the mutual premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. **Free Parking.** The City hereby agrees to continue to provide free parking in the Parking Structure to Century and its customers that may utilize the Parking Structure.

2. **Term.** This Agreement shall be effective upon Century providing written documentation to the City that Century has exercised its five (5) year 2016 Extension Option as permitted in Century’s “Third Amendment to Lease” agreement with Syufy Enterprises. Such free parking in the Parking Structure shall continue for so long as a motion picture theatre is operated in the Theatre or September 30, 2040, whichever is sooner.

3. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or via Federal Express or other nationally recognized courier delivery services or via the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, or by courier service, such shall be conclusively deemed given upon receipt or first refusal of receipt when addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth:

To Agency: Sparks Redevelopment Agency
City Hall
431 Prater Way
Sparks, Nevada 89432-0857
Attn: Chief Administrative Officer

To City: Office of City Clerk
City of Sparks
City Hall
431 Prater Way
Sparks, Nevada 89432-0857

To Cinemark: Century Theatres, Inc.
3900 North Dallas Parkway, Suite 500
Plano, Texas 75093
Attn: Paul A. Ledbetter – VP Real Estate Counsel

With A Copy To: Century Theatres, Inc.
3900 North Dallas Parkway, Suite 500
Plano, Texas 75093
Attn: General Counsel

4. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of Nevada.

5. Conformity with all Applicable Laws. Nothing in this Agreement shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Agreement which may require or permit such a violation shall yield to the law, regulations or requirement.

6. Counterparts. The parties may execute this Agreement in one or more counterparts, all of which when taken together will constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall be effective and binding in the same manner as original signatures.

7. **Amendments.** This Agreement embodies the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

8. **No Assignment; binding effect.** Assignment of this Agreement by Century requires the written consent of the City and Agency, which will not be unreasonably withheld, provided the following criteria are met: the recipient is engaged in the motion picture exhibition business, operates motion picture theatre complexes containing at least one hundred (100) theatre screens (auditoria), and can verify a net worth that equals or exceeds \$100,000,000. A change in control of Century shall not constitute an assignment of the Agreement. Consent of the City and Agency is not required if the recipient of the assignment is a wholly-owned subsidiary of Century. This Agreement shall be binding on and inure to the benefit of the parties.

9. **No Third-Party Beneficiaries.** None of the provisions of this Agreement are intended to make any person who is not a party to this Agreement a third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit pursuant to this Agreement for any reason, including, without limitation, any suit for personal injuries or property damage.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

[Signature pages to follow.]

CITY

CITY OF SPARKS,
a municipal corporation

By: _____
Name: Geno Martini
Title: Mayor
Date: _____, 2015

Attest: _____

By: _____
Name: Teresa Gardner
Title: City Clerk
Date: _____, 2015

Attest: _____

Approved as to form:

By: _____
Name: _____
Title: City Attorney
Date: _____, 2015

AGENCY

THE SPARKS REDEVELOPMENT AGENCY,
a municipal corporation

By: _____

Name: Julia Ratti

Title: Chair

Date: _____, 2015

Attest: _____

By: _____

Name: Teresa Gardner

Title: Agency Secretary

Date: _____, 2015

By: _____

Name: _____

Title: City Attorney

Date: _____, 2015

CENTURY

CENTURY THEATRES, INC.,
a California Corporation,

By: _____

Name: Thomas J. Owens

Title: Executive Vice President – Real Estate

Date: June 30, 2015