

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

_____)	
UNITED STATES OF AMERICA)	
)	
and)	
)	
STATE OF TEXAS)	
)	Civil Action No.:
<i>Plaintiffs,</i>)	
)	Judge:
v.)	
)	Filed:
)	
CINEMARK HOLDINGS, INC.)	
)	
RAVE HOLDINGS, LLC)	
)	
and)	
)	
ALDER WOOD PARTNERS, L.P.)	
)	
<i>Defendants.</i>)	
_____)	

HOLD SEPARATE STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. Definitions

As used in this Hold Separate Stipulation and Order:

A. “Acquirer” or “Acquirers” means the entity or entities to which Cinemark divests the Cinemark Divestiture Assets, and the entity or entities to which Alder Wood Partners divests the Movie Tavern Divestiture Assets.

B. “Cinemark” means Defendant Cinemark Holdings, Inc., a Delaware corporation with its headquarters in Plano, Texas, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

C. “Rave Cinemas” means Defendant Rave Holdings, LLC, a Delaware limited liability company with its headquarters in Dallas, Texas, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

D. “Alder Wood Partners” means Defendant Alder Wood Partners, L.P., a Texas limited partnership with its headquarters in Dallas, Texas, its partners, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

E. Movie Tavern, Inc. means (“Movie Tavern”), a Texas corporation with its headquarters in Dallas, Texas and 16 movie theatres in seven states, and that is majority-owned by Alder Wood Partners.

F. “Divestiture Assets” means the Cinemark Divestiture Assets and the Movie Tavern Divestiture Assets.

G. “Landlord Consent” means any contractual approval or consent that the landlord or owner of one or more of the Divestiture Assets, or of the property on which one or more of the Divestiture Assets is situated, must grant prior to the transfer of one of the Divestiture Assets to an Acquirer.

H. “Cinemark Divestiture Assets” means the following theatre assets:

	Theatre	Address
1	Rave Stonybrook 20 + IMAX	2745 South Hurstbourne Parkway, Louisville, KY 40220
2	Rave Ritz Center 16	900 Haddonfield-Berlin Road, Voorhees, NJ 08043
3	Rave Hickory Creek 16 OR Cinemark 14	8380 South Stemmons Freeway, Hickory Creek, TX 75065 2825 Wind River Lane, Denton, TX 76210

The term “Cinemark Divestiture Assets” also includes:

1. All tangible assets that comprise the business of operating theatres that exhibit first-run, commercial movies, including, but not limited to real property and improvements, research and development activities, all equipment, fixed assets, and fixtures, personal property, inventory, office furniture, materials, supplies, and other tangible property and all assets used in connection with the Cinemark Divestiture Assets; all licenses, permits, and authorizations issued by any governmental organization relating to the Cinemark Divestiture Assets; all contracts (including management contracts), teaming arrangements, agreements, leases, commitments, certifications, and understandings relating primarily to the Cinemark Divestiture Assets, including supply agreements, (provided however, that supply agreements that apply to all Cinemark theatres may be excluded from the Cinemark Divestiture Assets, subject to the transitional agreement provisions specified in Section IV (F) of the Final Judgment); all customer lists (including loyalty club data at the option of the Acquirer(s), copies of which may be retained by Cinemark at its option), contracts, accounts, and credit records relating to the

Cinemark Divestiture Assets; all repair and performance records and all other records relating to the Cinemark Divestiture Assets;

2. All intangible assets relating to the operation of the Cinemark Divestiture Assets, including, but not limited to all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, (provided however, that the name Cinemark, the name Rave, and any registered service marks of Cinemark may be excluded from the Cinemark Divestiture Assets, subject to the transitional agreement provisions specified in Section IV (F) of the Final Judgment), technical information, computer software and related documentation (provided however, that Cinemark's proprietary software may be excluded from the Cinemark Divestiture Assets, subject to the transitional agreement provisions specified in Section IV (F) of the Final Judgment), know-how and trade secrets relating primarily to the Cinemark Divestiture Assets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, all research data concerning historic and current research and development relating to the Cinemark Divestiture Assets, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information Cinemark and/or Rave Cinemas provide to their own employees, customers, suppliers, agents, or licensees (except for the employee manuals that Cinemark provides to all its employees), and all research data concerning historic and current research and development efforts relating to the Cinemark Divestiture Assets.

I. "Movie Tavern Divestiture Assets" means the entire business of Movie Tavern, Inc., including, but not limited to, the 16 theatres it currently operates as well as the theatres it has plans to open. The term "Movie Tavern Divestiture Assets" also includes:

1. All tangible assets that comprise the business of operating theatres that exhibit first-run, commercial movies, including, but not limited to real property and improvements, research and development activities, all equipment, fixed assets, and fixtures, personal property, inventory, office furniture, materials, supplies, and other tangible property and all assets used in connection with the Movie Tavern Divestiture Assets; all licenses, permits, and authorizations issued by any governmental organization relating to the Movie Tavern Divestiture Assets; all contracts (including management contracts), teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to the Movie Tavern Divestiture Assets, including supply agreements; all customer lists (including loyalty club data at the option of the Acquirer(s)), contracts, accounts, and credit records; all repair and performance records and all other records relating to the Movie Tavern Divestiture Assets;

2. All intangible assets used in the development, production, servicing, and sale of the Movie Tavern Divestiture Assets, including, but not limited to all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, all research data concerning historic and current research and development relating to the Movie Tavern Divestiture Assets, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information Movie Tavern provides to its employees, customers, suppliers, agents, or licensees, and all research data concerning historic and current research and development efforts relating to the Movie Tavern Divestiture Assets.

II. Objectives

The Final Judgment filed in this case is meant to ensure Cinemark's and Alder Wood Partners' prompt divestiture of their respective Divestiture Assets for the purpose of establishing one or more viable competitors in the exhibition of first-run, commercial motion pictures in order to remedy the effects that the Plaintiffs allege would otherwise result from Cinemark's acquisition of Rave Cinemas. This Hold Separate Stipulation and Order ensures, prior to such divestitures, that the Divestiture Assets remain independent, economically viable, and ongoing business concerns, and that competition is maintained and not diminished during the pendency of the ordered divestitures.

III. Jurisdiction

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia.

IV. Compliance With and Entry of Final Judgment

A. The parties stipulate that a Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the Court. Defendants agree to arrange, at their expense, publication as quickly as possible of the newspaper notice required by the APPA, which shall be drafted by the United States in its sole discretion. The publication shall be arranged no

later than five (5) calendar days after Defendants' receipt from the United States of the text of the notice and the identity of the newspaper within which the publication shall be made.

Defendants shall promptly send to the United States (1) confirmation that publication of the newspaper notice has been arranged, and (2) the certification of the publication prepared by the newspaper within which the notice was published.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment, pending the Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Stipulation by the parties, comply with all the terms and provisions of the proposed Final Judgment. The United States shall have the full rights and enforcement powers in the proposed Final Judgment, including Section XI, as though the same were in full force and effect as an order of the Court.

C. Defendants shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Hold Separate Stipulation and Order.

D. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event that (1) the United States has withdrawn its consent, as provided in Section IV(A) above, or (2) the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestitures ordered in the proposed Final Judgment can and will be made, and that Defendants will later raise no claim of mistake, hardship, or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. Hold Separate Provisions

Until the divestitures required by the Final Judgment have been accomplished:

A. Defendants shall take all steps necessary to ensure that their respective Divestiture Assets will be maintained and operated as ongoing, economically viable, and active competitors in the exhibition of first-run, commercial motion pictures. (For Cinemark, its respective Divestiture Assets are the Cinemark Divestiture Assets; and for Alder Wood Partners, its respective Divestiture Assets are the Movie Tavern Divestiture Assets.) Defendants shall maintain the viability, marketability, and competitiveness of their respective Divestiture Assets, and shall not cause the wasting or deterioration of their respective Divestiture Assets, nor shall they cause their respective Divestiture Assets to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber, or otherwise impair the viability, marketability, or competitiveness of their respective Divestiture Assets. Defendants shall conduct the business of their respective Divestiture Assets in the regular and ordinary course and in accordance with past practice, except as otherwise approved by the United States, and shall use their best efforts to preserve the existing relationships with suppliers, customers, employees, and others having business relations with their respective Divestiture Assets. Defendants shall use their best efforts to keep the organization and properties of each of their respective Divestiture Assets intact, including current business operations, physical facilities, and working conditions. Within twenty (20) days after the entry of the Hold Separate Stipulation and Order,

Defendants will inform the United States of the steps taken to comply with the Hold Separate Stipulation and Order.

B. Defendants shall use all reasonable efforts to maintain and increase the sales and revenues of their respective Divestiture Assets, and shall maintain at 2012 or previously approved levels for 2013, whichever are higher, all promotional, advertising, sales, technical assistance, marketing, and merchandising support for their respective Divestiture Assets. Defendants, however, are not obligated to maintain movie-specific promotions at any particular level.

C. Defendants shall provide sufficient working capital and lines and sources of credit to continue to maintain their respective Divestiture Assets as economically viable and competitive, ongoing businesses, consistent with the requirements of Sections V(A) and (B).

D. Defendants shall take all steps necessary to ensure that their respective Divestiture Assets are fully maintained in operable condition at no less than their current capacity and sales, and shall maintain and adhere to normal product and service improvement, upgrade, repair, and maintenance schedules for their respective Divestiture Assets.

E. Defendants shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge, or otherwise dispose of any of their respective Divestiture Assets.

F. Defendants shall maintain, in accordance with sound accounting principles, separate, accurate, and complete financial ledgers, books, and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of their respective Divestiture Assets.

G. Defendants shall take no action that would jeopardize, delay, or impede the sale of any Divestiture Assets.

H. Defendants' employees with primary responsibility for the operation of their respective Divestiture Assets shall not be transferred or reassigned to other areas within the company except for transfer bids initiated by employees pursuant to Defendants' regular, established job posting policy. Defendants shall provide the United States with ten (10) calendar days notice of such transfer.

I. Cinemark shall appoint, subject to the approval of the United States, a person or persons to oversee the Cinemark Divestiture Assets, who will be responsible for Cinemark's compliance with this Section. This person or persons shall have complete managerial responsibility for the Cinemark Divestiture Assets, subject to the provisions of this Final Judgment, and shall make all business decisions relating to the operations of the Cinemark Divestiture Assets, including all pricing and discounting decisions, independent of any Defendant. In the event such person or persons are unable to perform the required duties, Cinemark shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should Cinemark fail to appoint a replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

J. Alder Wood Partners shall appoint, subject to the approval of the United States, a person or persons, to oversee the Movie Tavern Divestiture Assets, who will be responsible for Alder Wood Partners' compliance with this Section. This person or persons shall have complete managerial responsibility for the Movie Tavern Divestiture Assets, subject to the provisions of this Final Judgment, and shall make all business decisions relating to the operations of the Movie Tavern Divestiture Assets, including all pricing and discounting decisions, independent of any

Defendant. This person or persons also shall not communicate with the partners of Alder Wood Partners or the officers or directors of Cinemark, except as may be reasonably necessary to reasonably fulfill the obligations and purposes of the proposed Final Judgment and this Hold Separate Stipulation and Order. In the event such person or persons are unable to perform the required duties, Alder Wood Partners, shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should Alder Wood Partners fail to appoint a replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

K. Defendants shall take no action that would interfere with the ability of any trustee appointed pursuant to the Final Judgment to complete the divestitures pursuant to the Final Judgment to an Acquirer or Acquirers acceptable to the United States.

VI. Duration of Hold Separate and Asset Preservation Agreement

Defendants' obligations under Section V of the Hold Separate Stipulation and Order shall remain in effect until (1) consummation of the divestitures required by the proposed Final Judgment or (2) further order of the Court. If the United States voluntarily dismisses the Complaint in this matter, Defendants are released from all further obligations under this Hold Separate Stipulation and Order.

ORDER

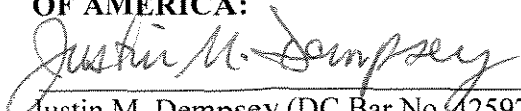
It is SO ORDERED this _____ day of May 2013.

United States District Judge

Respectfully submitted,

Dated: May 20th, 2013

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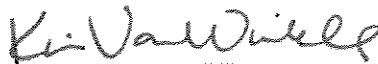
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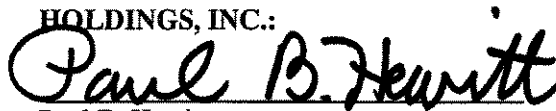
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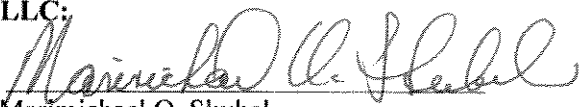
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