
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Earliest Event Reported: November 5, 2008

National CineMedia, Inc.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction
of incorporation)*

001-33296
*(Commission
file number)*

20-5665602
*(IRS employer
identification no.)*

9110 E. Nichols Ave., Suite 200
Centennial, Colorado 80112-3405
(Address of principal executive offices, including zip code)

(303) 792-3600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 210.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On November 5, 2008, National CineMedia, LLC, a Delaware limited liability company (“NCM LLC”) and each of American Multi-Cinema, Inc. (“AMC”), Cinemark USA, Inc. (“Cinemark”) and Regal Cinemas, Inc. (“Regal”) agreed to an amendment to the Exhibitor Services Agreements (“ESAs”) between NCM LLC and AMC, Cinemark and Regal, respectively. The amendment to the ESAs clarifies the definition of digital programming. The amendment, among other things, will also provide AMC, Cinemark and Regal with the flexibility to book digital programming directly with major studios, while keeping NCM LLC financially indifferent through a payment of a percentage of the ticket revenue associated with the event.

Copies of the amendment to the ESAs with AMC, Cinemark and Regal are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Exhibitor Services Agreement dated as of November 5, 2008, by and between National CineMedia, LLC and American Multi-Cinema, Inc.
10.2	Amendment to Exhibitor Services Agreement dated as of November 5, 2008, by and between National CineMedia, LLC and Cinemark USA, Inc.
10.3	Amendment to Exhibitor Services Agreement dated as of November 5, 2008, by and between National CineMedia, LLC and Regal Cinemas, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NATIONAL CINEMEDIA, INC.

Dated: November 6, 2008

By: /s/ Ralph E. Hardy
Ralph E. Hardy
Executive Vice President, General Counsel and Secretary

NOTE: THIS DOCUMENT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. PORTIONS OF THIS DOCUMENT FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED HAVE BEEN REDACTED AND ARE MARKED HEREIN BY "[*]". SUCH REDACTED INFORMATION HAS BEEN FILED SEPARATELY WITH THE COMMISSION PURSUANT TO THE CONFIDENTIAL TREATMENT REQUEST.**

**AMENDMENT TO
EXHIBITOR SERVICES AGREEMENT**

This **AMENDMENT TO EXHIBITOR SERVICES AGREEMENT** (this "**Amendment**"), dated as of November 5, 2008, is between **AMERICAN MULTI-CINEMA, INC.**, a Missouri corporation ("**AMC**"), and **NATIONAL CINEMEDIA, LLC**, a Delaware limited liability company ("**LLC**").

RECITALS

WHEREAS, AMC and LLC have entered into the Exhibitor Services Agreement dated as of February 13, 2007 (the "**Agreement**"); and

WHEREAS, AMC and LLC desire to provide for certain amendments to the Agreement specified herein.

NOW, THEREFORE, in consideration of the premises made hereunder, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Unless otherwise expressly defined herein, all capitalized terms used herein and defined in the Agreement shall be used herein as so defined.

Section 2. Amendment to Article 1 - Definitions. Section 1.01 of the Agreement is hereby amended by adding the following definition of "Major Distributor" immediately after the definition of "Loews Theatres" contained therein:

"Major Distributor" means each of [***], including any of their respective releasing or distributing subsidiaries and any person or entity that is the legal successor of any of the foregoing named entities or becomes the owner of all or substantially all of the motion picture production and/or distribution business thereof."

Section 3. Amendment to Article 2 - Participation and Fees. Section 2.04 of the Agreement is hereby amended by deleting the second sentence contained therein and substituting the following:

"Except as expressly provided in this Agreement, (i) during the Term, AMC shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of "Advertising Service" set forth in Part A of Exhibit A, (ii) during the Meeting Services Term, AMC shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of "Meeting Services" set forth in Part C of Exhibit A, and (iii) during the Digital Programming Term, AMC shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder)

Amendment to AMC Exhibitor Services Agreement

to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of “Digital Programming Services” set forth in Part B of Exhibit A; provided that if a Major Distributor seeks to provide Theatres with Digital Programming Services (“Major Studio Digital Programming Services”), then notwithstanding clause (iii) above, AMC will be permitted to arrange for such Major Distributor to provide such services to AMC provided that AMC complies with the revenue share requirements set forth in Section 1 of Part C of Exhibit B.

Section 4. Amendment to Article 4 - Delivery of the Service. Section 4.13(b) of the Agreement is hereby amended by deleting the third sentence contained therein and substituting the following:

“Notwithstanding the foregoing, all IMAX Screens will be subject to the exclusivity obligations of AMC, as set forth in Section 2.04 to the same extent as a Theatre hereunder (including the application of the proviso set forth in clause (iii) contained in the second sentence thereof (as amended by Section 3 of the Amendment dated November 5, 2008) to all such Imax Screens).”

Section 5. Amendment to Article 6 - Digital Programming Services and Meeting Services. (a) Section 6.01 of the Agreement is hereby amended by deleting the first sentence contained therein and substituting the following:

“All Digitized Theatres with the necessary equipment to exhibit an event are available for Digital Programming Services either automatically or subject to AMC’s approval, based on criteria specified in Exhibit B.”

(b) Section 6.05 of the Agreement is hereby amended by deleting the first sentence contained therein and substituting the following:

“AMC will submit to LLC for consideration by LLC any event opportunities that are identified by or presented to AMC and that would ordinarily fall within the definition of Digital Programming Services and Meeting Services; provided that such obligation shall not apply to Major Distributor Digital Programming Services.”

Section 6. Amendment to Schedule 1 - Calculation of Exhibitor Allocation, Theatre Access Fee and Run-Out Obligations. Schedule 1 of the Agreement is hereby amended by deleting the definition of “Digital Programming EBITDA” contained therein and substituting the following:

“**“Digital Programming EBITDA”** means, for the applicable measurement period, the portion of LLC EBITDA attributable to the Digital Programming Services business line, as reasonably determined by LLC based upon the revenues for Digital Programming Services and an estimated allocation of expenses for such period, provided that to the extent that the portion of LLC EBITDA attributable to the Digital Programming Services business line includes any MDDPS Revenue (as defined in Section 1 of Part C of Exhibit B*), then, for the purpose of determining whether LLC has met the Digital Programming EBITDA Threshold pursuant to Section 9.01(b), Digital Programming EBITDA shall only include [***]% of such MDDPS Revenue.”

Section 7. Amendment to Exhibit A - The Service. (a) Part B of Exhibit A of the Agreement is hereby amended by deleting the definition of “Digital Programming Services” contained therein and substituting the following:

“**Digital Programming Services**” means the distribution and broadcast, or rebroadcast, of a live event or substantially live event (such as sports, music and comedy events), other than the Pre-Feature Program, the Digital Carousel and the Video Display Program, and the exhibition thereof. “Digital Programming Services” shall not include the distribution, broadcast and/or exhibition of (i) feature films or

Trailers, (ii) digital feature film content (“Digital Films”) or Trailers or (iii) any form of content which is booked in the majority of Theatres exhibiting such content for at least seven (7) consecutive days; provided, that the exception set forth in this clause (iii) shall not apply to (x) live events or (y) content distributed by the persons set forth on Schedule 1 to Exhibit A. Notwithstanding the foregoing, LLC may distribute Digital Films or Trailers across the Digital Content Network upon the prior written approval of AMC.”

(b) Exhibit A of the Agreement is hereby amended by adding Schedule 1 attached to this Amendment to Exhibit A. Such schedule shall be referred to in the Agreement as Schedule 1 to Exhibit A.

Section 8. Amendment to Exhibit B. Section 1 (Revenue Share) of Part C (Digital Programming) of Exhibit B of the Agreement is hereby amended by deleting the first paragraph contained therein and substituting the following:

“AMC will retain [***]% of Net Ticket Revenue for tickets sold pursuant to Digital Programming Services and 100% of all Concession sales. If AMC receives Major Distributor Digital Programming Services as permitted by the first proviso of the second sentence of Section 2.04, then AMC shall pay LLC the amounts set forth below:

A. With respect to content provided as a part of Major Distributor Digital Programming Services which is exhibited during any Monday through Thursday during non-Digital Event Peak Season, AMC will pay LLC [***]% of Net Ticket Revenue for tickets sold pursuant to such Major Distributor Digital Programming Services (such payment, “Non-Peak MDDPS Revenue”).

B. With respect to content provided as a part of Major Distributor Digital Programming Services that is exhibited during any period other than Monday through Thursday during non-Digital Event Peak Season, AMC will pay LLC [***]% of Net Ticket Revenue for tickets sold pursuant to such Major Distributor Digital Programming Services (such payment, “Peak MDDPS Revenue” and together with Non-Peak MDDPS Revenue, “MDDPS Revenue”).

“Net Ticket Revenue” means all ticket revenue, net of taxes and refunds, excluding “Comp Passes” distributed for marketing purposes, which shall not exceed 25 per Theatre. If Comp Passes exceed 25 per Theatre, then (i) with respect to Digital Programming Services, LLC shall reimburse AMC Net Ticket Revenue for such Comp Passes exceeding 25 per Theatre and (ii) with respect to Major Distributor Digital Programming Services, AMC shall pay LLC LLC’s share of Net Ticket Revenue for such Comp Passes exceeding 25 per Theatre.”

Section 9. Limited Effect. This Amendment relates only to the specific matters expressly covered herein, shall not be considered to be a waiver of any rights or remedies either Party may have under the Agreement, and shall not be considered to create a course of dealing or to otherwise obligate in any respect either Party to execute similar or other amendments under the same or similar or other circumstances in the future. Except as expressly amended hereby, the Agreement shall remain in full force and effect, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMERICAN MULTI-CINEMA, INC.

By: /s/ Franklin W. Rash

Name: Franklin W. Rash

Title: Sr. Vice President, Strategic Development

NATIONAL CINEMEDIA, LLC

By: National CineMedia, Inc., its Manager

By: /s/ Kurt C. Hall

Name: Kurt C. Hall

Title: Chairman and CEO

SCHEDULE 1 TO EXHIBIT B

Event Name
[***]

Distributor
[***]

Amendment to AMC Exhibitor Services Agreement

NOTE: THIS DOCUMENT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. PORTIONS OF THIS DOCUMENT FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED HAVE BEEN REDACTED AND ARE MARKED HEREIN BY "[*]". SUCH REDACTED INFORMATION HAS BEEN FILED SEPARATELY WITH THE COMMISSION PURSUANT TO THE CONFIDENTIAL TREATMENT REQUEST.**

**AMENDMENT TO
EXHIBITOR SERVICES AGREEMENT**

This **AMENDMENT TO EXHIBITOR SERVICES AGREEMENT** (this "**Amendment**"), dated as of November 5, 2008, is between **CINEMARK USA, INC.**, a Texas corporation ("**Cinemark**"), and **NATIONAL CINEMEDIA, LLC**, a Delaware limited liability company ("**LLC**").

RECITALS

WHEREAS, Cinemark and LLC have entered into the Exhibitor Services Agreement dated as of February 13, 2007 (the "**Agreement**"); and

WHEREAS, Cinemark and LLC desire to provide for certain amendments to the Agreement specified herein.

NOW, THEREFORE, in consideration of the premises made hereunder, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Unless otherwise expressly defined herein, all capitalized terms used herein and defined in the Agreement shall be used herein as so defined.

Section 2. Amendment to Article 1- Definitions. Section 1.01 of the Agreement is hereby amended by adding the following definition of "Major Distributor" immediately after the definition of "Loews Theatres" contained therein:

"Major Distributor" means each of [***], including any of their respective releasing or distributing subsidiaries and any person or entity that is the legal successor of any of the foregoing named entities or becomes the owner of all or substantially all of the motion picture production and/or distribution business thereof."

Section 3. Amendment to Article 2 - Participation and Fees. Section 2.04 of the Agreement is hereby amended by deleting the second sentence contained therein and substituting the following:

"Except as expressly provided in this Agreement, (i) during the Term, Cinemark shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of "Advertising Service" set forth in Part A of Exhibit A, (ii) during the Meeting Services Term, Cinemark shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the

Amendment to Cinemark Exhibitor Services Agreement

definition of "Meeting Services" set forth in Part C of Exhibit A, and (iii) during the Digital Programming Term, Cinemark shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of "Digital Programming Services" set forth in Part B of Exhibit A; provided that if a Major Distributor seeks to provide Theatres with Digital Programming Services ("Major Studio Digital Programming Services"), then notwithstanding clause (iii) above, Cinemark will be permitted to arrange for such Major Distributor to provide such services to Cinemark provided that Cinemark complies with the revenue share requirements set forth in Section 1 of Part C of Exhibit B.

Section 4. Amendment to Article 4 - Delivery of the Service. Section 4.13(b) of the Agreement is hereby amended by deleting the third sentence contained therein and substituting the following:

"Notwithstanding the foregoing, all IMAX Screens will be subject to the exclusivity obligations of Cinemark, as set forth in Section 2.04 to the same extent as a Theatre hereunder (including the application of the proviso set forth in clause (iii) contained in the second sentence thereof (as amended by Section 3 of the Amendment dated November 5, 2008) to all such Imax Screens)."

Section 5. Amendment to Article 6 - Digital Programming Services and Meeting Services. (a) Section 6.01 of the Agreement is hereby amended by deleting the first sentence contained therein and substituting the following:

"All Digitized Theatres with the necessary equipment to exhibit an event are available for Digital Programming Services either automatically or subject to Cinemark's approval, based on criteria specified in Exhibit B."

(b) Section 6.05 of the Agreement is hereby amended by deleting the first sentence contained therein and substituting the following:

"Cinemark will submit to LLC for consideration by LLC any event opportunities that are identified by or presented to Cinemark and that would ordinarily fall within the definition of Digital Programming Services and Meeting Services; provided that such obligation shall not apply to Major Distributor Digital Programming Services."

Section 6. Amendment to Schedule 1 - Calculation of Exhibitor Allocation, Theatre Access Fee and Run-Out Obligations. Schedule 1 of the Agreement is hereby amended by deleting the definition of "Digital Programming EBITDA" contained therein and substituting the following:

"**"Digital Programming EBITDA"** means, for the applicable measurement period, the portion of LLC EBITDA attributable to the Digital Programming Services business line, as reasonably determined by LLC based upon the revenues for Digital Programming Services and an estimated allocation of expenses for such period, provided that to the extent that the portion of LLC EBITDA attributable to the Digital Programming Services business line includes any MDDPS Revenue (as defined in Section 1 of Part C of Exhibit B), then, for the purpose of determining whether LLC has met the Digital Programming EBITDA Threshold pursuant to Section 9.01(b), Digital Programming EBITDA shall only include [***]% of such MDDPS Revenue."

Section 7. Amendment to Exhibit A - The Service, (a) Part B of Exhibit A of the Agreement is hereby amended by deleting the definition of “Digital Programming Services” contained therein and substituting the following:

“**Digital Programming Services**” means the distribution and broadcast, or rebroadcast, of a live event or substantially live event (such as sports, music and comedy events), other than the Pre-Feature Program, the Digital Carousel and the Video Display Program, and the exhibition thereof. “Digital Programming Services” shall not include the distribution, broadcast and/or exhibition of (i) feature films or Trailers, (ii) digital feature film content (“Digital Films”) or Trailers or (iii) any form of content which is booked in the majority of Theatres exhibiting such content for at least seven (7) consecutive days; provided, that the exception set forth in this clause (iii) shall not apply to (x) live events or (y) content distributed by the persons set forth on Schedule 1 to Exhibit A. Notwithstanding the foregoing, LLC may distribute Digital Films or Trailers across the Digital Content Network upon the prior written approval of Cinemark.”

(b) Exhibit A of the Agreement is hereby amended by adding Schedule 1 attached to this Amendment to Exhibit A. Such schedule shall be referred to in the Agreement as Schedule 1 to Exhibit A.

Section 8. Amendment to Exhibit B. Section 1 (Revenue Share) of Part C (Digital Programming) of Exhibit B of the Agreement is hereby amended by deleting the first paragraph contained therein and substituting the following:

“Cinemark will retain [***]% of Net Ticket Revenue for tickets sold pursuant to Digital Programming Services and 100% of all Concession sales. If Cinemark receives Major Distributor Digital Programming Services as permitted by the first proviso of the second sentence of Section 2.04, then Cinemark shall pay LLC the amounts set forth below:

A. With respect to content provided as a part of Major Distributor Digital Programming Services which is exhibited during any Monday through Thursday during non-Digital Event Peak Season, Cinemark will pay LLC [***]% of Net Ticket Revenue for tickets sold pursuant to such Major Distributor Digital Programming Services (such payment, “Non-Peak MDDPS Revenue”).

B. With respect to content provided as a part of Major Distributor Digital Programming Services that is exhibited during any period other than Monday through Thursday during non-Digital Event Peak Season, Cinemark will pay LLC [***]% of Net Ticket Revenue for tickets sold pursuant to such Major Distributor Digital Programming Services (such payment, “Peak MDDPS Revenue” and together with Non-Peak MDDPS Revenue, “MDDPS Revenue”).

“Net Ticket Revenue” means all ticket revenue, net of taxes and refunds, excluding “Comp Passes” distributed for marketing purposes, which shall not exceed 25 per Theatre. If Comp Passes exceed 25 per Theatre, then (i) with respect to Digital Programming Services, LLC shall reimburse Cinemark Net Ticket Revenue for such Comp Passes exceeding 25 per Theatre and (ii) with respect to Major Distributor Digital Programming Services, Cinemark shall pay LLC LLC’s share of Net Ticket Revenue for such Comp Passes exceeding 25 per Theatre.”

Section 9. Limited Effect. This Amendment relates only to the specific matters expressly covered herein, shall not be considered to be a waiver of any rights or remedies either Party may have under the Agreement, and shall not be considered to create a course of dealing or to otherwise obligate in any respect either Party to execute similar or other amendments under the same or similar or other circumstances in the future. Except as expressly amended hereby, the Agreement shall remain in full force and effect, and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CINEMARK USA, INC.

By: /s/ Michael Cavalier
Name: Michael Cavalier
Title: Senior Vice President – General Counsel

NATIONAL CINEMEDIA, LLC

By: National CineMedia, Inc., its Manager

By: /s/ Kurt C. Hall
Name: Kurt C. Hall
Title: Chairman and CEO

SCHEDULE 1 TO EXHIBIT A

Event Name
[***]

Distributor
[***]

Amendment to Cinemark Exhibitor Services Agreement

NOTE: THIS DOCUMENT IS THE SUBJECT OF A CONFIDENTIAL TREATMENT REQUEST PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. PORTIONS OF THIS DOCUMENT FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED HAVE BEEN REDACTED AND ARE MARKED HEREIN BY "[***]". SUCH REDACTED INFORMATION HAS BEEN FILED SEPARATELY WITH THE COMMISSION PURSUANT TO THE CONFIDENTIAL TREATMENT REQUEST.

**AMENDMENT TO EXHIBITOR
SERVICES AGREEMENT**

This **AMENDMENT TO EXHIBITOR SERVICES AGREEMENT** (this "**Amendment**"), dated as of November 5, 2008, is between **REGAL CINEMAS, INC.**, a Tennessee corporation ("**Regal**"), and **NATIONAL CINEMEDIA, LLC**, a Delaware limited liability company ("LLC").

RECITALS

WHEREAS, Regal and LLC have entered into the Exhibitor Services Agreement dated as of February 13, 2007 (the "**Agreement**"); and

WHEREAS, Regal and LLC desire to provide for certain amendments to the Agreement specified herein.

NOW, THEREFORE, in consideration of the premises made hereunder, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Unless otherwise expressly defined herein, all capitalized terms used herein and defined in the Agreement shall be used herein as so defined.

Section 2. Amendment to Article 1 - Definitions. Section 1.01 of the Agreement is hereby amended by adding the following definition of "Major Distributor" immediately after the definition of "Loews Theatres" contained therein:

"Major Distributor" means each of [***], including any of their respective releasing or distributing subsidiaries and any person or entity that is the legal successor of any of the foregoing named entities or becomes the owner of all or substantially all of the motion picture production and/or distribution business thereof."

Section 3. Amendment to Article 2 - Participation and Fees. Section 2.04 of the Agreement is hereby amended by deleting the second sentence contained therein and substituting the following:

"Except as expressly provided in this Agreement, (i) during the Term, Regal shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of "Advertising Service" set forth in Part A of Exhibit A, (ii) during the Meeting Services Term, Regal shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the

Amendment to Regal Exhibitor Services Agreement

services specifically set forth in the definition of “Meeting Services” set forth in Part C of Exhibit A, and (iii) during the Digital Programming Term, Regal shall neither engage nor permit a third party (excluding third party designees of LLC as provided hereunder) to provide, or itself provide, to a Theatre any of the services specifically set forth in the definition of “Digital Programming Services” set forth in Part B of Exhibit A; provided that if a Major Distributor seeks to provide Theatres with Digital Programming Services (“Major Studio Digital Programming Services”), then notwithstanding clause (iii) above, Regal will be permitted to arrange for such Major Distributor to provide such services to Regal provided that Regal complies with the revenue share requirements set forth in Section 1 of Part C of Exhibit B.

Section 4. Amendment to Article 4 - Delivery of the Service. Section 4.13 (b) of the Agreement is hereby amended by deleting the third sentence contained therein and substituting the following:

“Notwithstanding the foregoing, all IMAX Screens will be subject to the exclusivity obligations of Regal, as set forth in Section 2.04 to the same extent as a Theatre hereunder (including the application of the proviso set forth in clause (iii) contained in the second sentence thereof (as amended by Section 3 of the Amendment dated November 5, 2008) to all such Imax Screens).”

Section 5. Amendment to Article 6 - Digital Programming Services and Meeting Services. (a) Section 6.01 of the Agreement is hereby amended by deleting the first sentence contained therein and substituting the following:

“All Digitized Theatres with the necessary equipment to exhibit an event are available for Digital Programming Services either automatically or subject to Regal’s approval, based on criteria specified in Exhibit B.”

(b) Section 6.05 of the Agreement is hereby amended by deleting the first sentence contained therein and substituting the following:

“Regal will submit to LLC for consideration by LLC any event opportunities that are identified by or presented to Regal and that would ordinarily fall within the definition of Digital Programming Services and Meeting Services; provided that such obligation shall not apply to Major Distributor Digital Programming Services.”

Section 6. Amendment to Schedule 1 - Calculation of Exhibitor Allocation, Theatre Access Fee and Run-Out Obligations. Schedule 1 of the Agreement is hereby amended by deleting the definition of “Digital Programming EBITDA” contained therein and substituting the following:

“**“Digital Programming EBITDA”** means, for the applicable measurement period, the portion of LLC EBITDA attributable to the Digital Programming Services business line, as reasonably determined by LLC based upon the revenues for Digital Programming Services and an estimated allocation of expenses for such period, provided that to the extent that the portion of LLC EBITDA attributable to the Digital Programming Services business line includes any MDDPS Revenue (as defined in Section 1 of Part C of Exhibit B), then, for the purpose of determining whether LLC has met the Digital Programming EBITDA Threshold pursuant to Section 9.01(b), Digital Programming EBITDA shall only include [***]% of such MDDPS Revenue.”

Section 7. Amendment to Exhibit A - The Service, (a) Part B of Exhibit A of the Agreement is hereby amended by deleting the definition of “Digital Programming Services” contained therein and substituting the following:

“**Digital Programming Services**” means the distribution and broadcast, or rebroadcast, of a live event or substantially live event (such as sports, music and comedy events), other than the Pre-Feature Program, the Digital Carousel and the Video Display Program, and the exhibition thereof. “Digital Programming Services” shall not include the distribution, broadcast and/or exhibition of (i) feature films or Trailers, (ii) digital feature film content (“Digital Films”) or Trailers or (iii) any form of content which is booked in the majority of Theatres exhibiting such content for at least seven (7) consecutive days; provided, that the exception set forth in this clause (iii) shall not apply to (x) live events or (y) content distributed by the persons set forth on Schedule 1 to Exhibit A. Notwithstanding the foregoing, LLC may distribute Digital Films or Trailers across the Digital Content Network upon the prior written approval of Regal.”

(b) Exhibit A of the Agreement is hereby amended by adding Schedule 1 attached to this Amendment to Exhibit A. Such schedule shall be referred to in the Agreement as Schedule 1 to Exhibit A.

Section 8. Amendment to Exhibit B. Section 1 (Revenue Share) of Part C (Digital Programming) of Exhibit B of the Agreement is hereby amended by deleting the first paragraph contained therein and substituting the following:

“Regal will retain [***]% of Net Ticket Revenue for tickets sold pursuant to Digital Programming Services and 100% of all Concession sales. If Regal receives Major Distributor Digital Programming Services as permitted by the first proviso of the second sentence of Section 2.04, then Regal shall pay LLC the amounts set forth below:

A. With respect to content provided as a part of Major Distributor Digital Programming Services which is exhibited during any Monday through Thursday during non-Digital Event Peak Season, Regal will pay LLC [***]% of Net Ticket Revenue for tickets sold pursuant to such Major Distributor Digital Programming Services (such payment, “Non-Peak MDDPS Revenue”).

B. With respect to content provided as a part of Major Distributor Digital Programming Services that is exhibited during any period other than Monday through Thursday during non-Digital Event Peak Season, Regal will pay LLC [***]% of Net Ticket Revenue for tickets sold pursuant to such Major Distributor Digital Programming Services (such payment, “Peak MDDPS Revenue” and together with Non-Peak MDDPS Revenue, “MDDPS Revenue”).

“Net Ticket Revenue” means all ticket revenue, net of taxes and refunds, excluding “Comp Passes” distributed for marketing purposes, which shall not exceed 25 per Theatre. If Comp Passes exceed 25 per Theatre, then (i) with respect to Digital Programming Services, LLC shall reimburse Regal Net Ticket Revenue for such Comp Passes exceeding 25 per Theatre and (ii) with respect to Major Distributor Digital Programming Services, Regal shall pay LLC LLC’s share of Net Ticket Revenue for such Comp Passes exceeding 25 per Theatre.”

Section 9. Limited Effect. This Amendment relates only to the specific matters expressly covered herein, shall not be considered to be a waiver of any rights or remedies either Party may have under the Agreement, and shall not be considered to create a course of dealing or to otherwise obligate in any respect either Party to execute similar or other amendments under the same or similar or other circumstances in the future. Except as expressly amended hereby, the Agreement shall remain in full force and effect, and is hereby ratified and confirmed,

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGAL CINEMAS, INC.

By: /s/ Michael L. Campbell

Name: Michael L. Campbell

Title: Chairman and CEO

NATIONAL CINEMEDIA, LLC

By: National CineMedia, Inc., its Manager

By: /s/ Kurt C. Hall

Name: Kurt C. Hall

Title: Chairman and CEO

SCHEDULE 1 TO EXHIBIT B

Event Name
[***]

Distributor
[***]

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Amendment to Regal Exhibitor Services Agreement