
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): June 29, 2009

Cinemark Holdings, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33401
(Commission
File Number)

20-5490327
(IRS Employer
Identification No.)

3900 Dallas Parkway, Suite 500, Plano, Texas 75093
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **972.665.1000**

N/A
(Former Name or Former Address, if Changed Since Last Report)

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 240.14d-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 June 29, 2009, Cinemark, Inc., our wholly-owned subsidiary (“**Cinemark Inc.**”), announced that as part of its previously announced tender offer and consent solicitation, it has accepted for purchase and payment (the “**Early Settlement**”) all of its 9³/₄% Senior Discount Notes due 2014 (the “**Notes**”) that were validly tendered at or prior to 5:00 p.m., New York City time, on June 26, 2009 (the “**Consent Date**”) and not validly withdrawn. Payment for the Notes pursuant to the Early Settlement was made by Cinemark Inc. on June 29, 2009.

In connection with the Early Settlement, Cinemark Inc. entered into a supplemental indenture, effective as of June 29, 2009 (the “**Supplemental Indenture**”), to the Indenture, dated as of March 31, 2004, pursuant to which the Notes were issued (the “**Indenture**”). As detailed in Cinemark Inc.’s Offer to Purchase and Consent Solicitation Statement, dated June 15, 2009, the Supplemental Indenture eliminates substantially all of the restrictive covenants and certain event of default provisions contained in the Indenture.

The foregoing is intended to be a summary of the terms of the Supplemental Indenture and is qualified in its entirety by reference to the Supplemental Indenture, attached as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.03 Material Modifications to Rights of Security Holders.

The information provided in Item 1.01 is incorporated by reference herein.

As a result of the amendments to the Indenture described in Item 1.01, the holders of the Notes will no longer be entitled to the benefits of such covenants and event of default provisions, and Cinemark Inc. will be permitted to take certain actions previously prohibited by the Indenture.

Item 7.01. Regulation FD Disclosure.

On June 29, 2009, Cinemark Inc. issued a press release announcing the early settlement of its tender offer and consent solicitation. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Exhibit Description</u>
4.1	First Supplemental Indenture dated June 29, 2009.
99.1	Press Release dated June 29, 2009.

SIGNATURE

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

CINEMARK HOLDINGS, INC.

By: /s/ Michael D. Cavalier

Name: Michael D. Cavalier

Title: Senior Vice President - General Counsel

Date: June 30, 2009

EXHIBIT INDEX

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FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of June 29, 2009 (this "**Supplemental Indenture**"), between CINEMARK, INC., a Delaware corporation (the "**Company**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the "**Trustee**"), to the Indenture, dated as of March 31, 2004 (the "**Indenture**"), between the Company and the Trustee.

WHEREAS, the Company and the Trustee have heretofore executed and delivered the Indenture providing for the issuance of the Company's 9³/₄% Senior Discount Notes due 2014 (the "**Notes**");

WHEREAS, there are now outstanding under the Indenture, Notes in the aggregate principal amount at maturity of \$419,403,000;

WHEREAS, Section 9.02 of the Indenture provides that the Company and the Trustee may, with the written consent of the Holders of at least a majority in aggregate principal amount at maturity of the Notes then outstanding (the "**Requisite Consents**"), enter into a supplemental indenture for the purpose of amending the Indenture, including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase, of the Notes;

WHEREAS, the Company has offered (the "**Offer**") to purchase for cash all of the outstanding Notes upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated June 15, 2009, as the same may be amended, supplemented or modified (the "**Statement**");

WHEREAS, the Company has received and delivered to the Trustee the Requisite Consents to effect the proposed amendments described in the Statement;

WHEREAS, the Company has been authorized by a resolution of its Board of Directors to enter into this Supplemental Indenture and has requested that the Trustee join the Company in the execution of this Supplemental Indenture; and

WHEREAS, all other acts and proceedings required by law, by the Indenture and by the certificate of incorporation and by-laws of the Company to make this Supplemental Indenture a valid and binding agreement for the purposes expressed herein, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the equal and proportionate benefit of the Holders of the Notes, the Company and the Trustee hereby agree as follows:

**ARTICLE I
AMENDMENTS TO INDENTURE**

Section 1.01 **Amendments to Articles Four, Five and Six**. Upon written notification to the Trustee by the Company on June 29, 2009 (the "**Early Settlement Date**") that the

Company has accepted for purchase and payment pursuant to the Offer all of the Notes validly tendered at or prior to 5:00 p.m., New York City time, on June 26, 2009 in accordance with the terms and conditions set forth in the Statement (without further act by any Person):

(a) the Company shall be released from its obligations under the following sections of the Indenture: Section 4.03 (Reports); clauses (a) and (b) of Section 4.04 (Compliance Certificate); Section 4.05 (Taxes); Section 4.06 (Stay, Extension and Usury Laws); Section 4.07 (Restricted Payments); Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries); Section 4.09 (Incurrence of Indebtedness and Issuance of Preferred Stock); Section 4.10 (Asset Sales); Section 4.11 (Transactions with Affiliates); Section 4.12 (Liens); Section 4.13 (Business Activities); Section 4.14 (Corporate Existence); Section 4.15 (Offer to Repurchase upon Change of Control); Section 4.16 (Future Guarantors); Section 4.17 (Designation of Restricted and Unrestricted Subsidiaries); clause (iv) of Section 5.01 (Merger, Consolidation, or Sale of Assets) and Section 5.02 (Successor Corporation Substituted);

(b) failure to comply with the terms of any of the foregoing sections of the Indenture shall no longer constitute a Default or an Event of Default under the Indenture and shall no longer have any other consequence under the Indenture;

(c) the occurrence of the events described in Sections 6.01(iv), (vi), (vii), (viii) and, with respect to Significant Subsidiaries only, (ix) of the Indenture shall no longer constitute Events of Default;

(d) Sections 8.04(c), (d), (e), (f), (g) and (h) of the Indenture are hereby deleted in their entirety and any other conditions limiting a legal defeasance or a covenant defeasance set forth in the Indenture or the Notes (other than Sections 8.04(a) and (b) of the Indenture) are hereby deleted; and

(e) all definitions set forth in Section 1.01 of the Indenture that relate to defined terms used solely in covenants or sections deleted hereby shall be deleted in their entirety and all references to sections of the Indenture that are used exclusively in the text of the Indenture that are being otherwise eliminated by this Supplemental Indenture shall be deleted in their entirety.

ARTICLE II MISCELLANEOUS

Section 2.01 **Instruments To Be Read Together.** This Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture, and said Indenture and this Supplemental Indenture shall henceforth be read together.

Section 2.02 **Confirmation.** The Indenture as amended and supplemented by this Supplemental Indenture is in all respects confirmed and preserved.

Section 2.03 **Terms Defined.** Capitalized terms used in this Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Section 2.04 **Trust Indenture Act Controls** If any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision that is required to be included in this Supplemental Indenture or the Indenture by the Trust Indenture Act of 1939, as amended, as in force at the date that this Supplemental Indenture is executed, the provisions required by the Trust Indenture Act of 1939, as amended, shall control.

Section 2.05 **Headings**. The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, and are not to be considered a part hereof and shall in no way modify or restrict any of the terms and provisions hereof.

Section 2.06 **Governing Law**. The laws of the State of New York shall govern this Supplemental Indenture.

Section 2.07 **Counterparts**. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 2.08 **Effectiveness; Termination**. The provisions of this Supplemental Indenture will take effect immediately upon its execution and delivery by the Trustee in accordance with the provisions of Sections 9.02 and 9.06 of the Indenture; provided, that the amendments to the Indenture set forth in Section 1.01 of this Supplemental Indenture shall become operative on the Early Settlement Date as specified in Section 1.01 hereof. Prior to the Early Settlement Date, the Company may terminate this Supplemental Indenture upon written notice to the Trustee.

Section 2.09 **Acceptance by Trustee**. The Trustee accepts the amendments to the Indenture effected by this Supplemental Indenture and agrees to execute the trusts created by the Indenture as hereby amended, but only upon the terms and conditions set forth in the Indenture. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 2.10 **Responsibility of Trustee**. The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.11 **Endorsement and Change of Form of Notes**. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes effective may be affixed to, stamped, imprinted or otherwise legended by the Trustee, with a notation as follows:

“Effective as of June 29, 2009, certain restrictive covenants of the Company and certain of the Events of Default and other provisions have been deleted, as provided in the Supplemental Indenture, dated as of June 29, 2009. Reference is hereby made to such Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written above.

CINEMARK, INC.

By: /s/ Michael D. Cavalier

Name: Michael D. Cavalier

Title: Senior Vice President-General Counsel

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as The Bank of New York Trust
Company, N.A.)

By: /s/ Mauri J. Cowen

Name: Mauri J. Cowen

Title: Vice President

Signature Page — Supplemental Indenture-9³/₄% Discount Notes

Cinemark, Inc. Announces Early Settlement and Receipt of Requisite Consents in its Cash Tender Offer and Consent Solicitation for its 9³/₄% Senior Discount Notes due 2014

PLANO, Texas— June 29, 2009—Cinemark, Inc. (the “Company”) announced today that, pursuant to its previously announced cash tender offer and consent solicitation (the “Offer”) for any and all of its 9³/₄% Senior Discount Notes due 2014 (the “Notes”), holders of \$402,458,768 principal amount at maturity of the outstanding \$419,403,000 principal amount at maturity, representing 95.96 % of the outstanding Notes, had validly tendered and not withdrawn their Notes and delivered the related consents at or prior to 5:00 p.m., New York City time, on June 26, 2009 (the “Consent Date”). The Company also announced that it has accepted for purchase and payment (the “Early Settlement”) all of the Notes that were validly tendered at or prior to the Consent Date. Payment for the Notes pursuant to the Early Settlement was made today (the “Early Settlement Date”). Holders of Notes who tendered their Notes at or prior to the Consent Date received the total consideration equal to \$1,048.75 for each \$1,000 principal amount at maturity of the Notes validly tendered, which includes the consent payment of \$30.00 per \$1,000 principal amount at maturity of Notes, plus any accrued and unpaid interest up to, but not including, the Early Settlement Date.

In addition, as a result of the tender and consents made at or prior to the Consent Date, the Company has received the requisite consents to execute a supplemental indenture (the “Supplemental Indenture”) to the Indenture, dated as of March 31, 2004, pursuant to which the Notes were issued (the “Indenture”), implementing the proposed amendments relating to the Notes as described in the Offer to Purchase dated June 15, 2009 (the “Offer to Purchase”). The Company entered into the Supplemental Indenture today and the amendments are currently operative. As detailed in the Offer to Purchase, the Supplemental Indenture eliminates substantially all of the restrictive covenants and certain event of default provisions contained in the Indenture.

The Offer is scheduled to expire at 11:59 p.m., New York City time, on July 13, 2009, unless extended (the “Expiration Date”). Holders of Notes who tender their Notes after the Consent Date, but at or prior to the Expiration Date, will receive, promptly after acceptance by the Company, \$1,018.75 for each \$1,000 principal amount at maturity of the Notes validly tendered, plus any accrued and unpaid interest up to, but not including, the Expiration Date and such holders will not have the right to withdraw the tendered Notes. Any Notes not tendered and purchased pursuant to the Offer will remain outstanding and the holders thereof will be subject to the terms of the Supplemental Indenture even though they did not consent to the amendments.

The Company has retained Barclays Capital Inc. to serve as sole Dealer Manager and Solicitation Agent and D.F. King & Co., Inc. to serve as Information Agent and Tender Agent for the Offer and consent solicitation. Requests for documents may be directed to D.F. King & Co., Inc. by telephone at (888) 628-8208 (toll free) or (212) 269-5550 (collect), or in writing at 48 Wall Street, 22nd Floor, New York, NY 10005. Questions regarding the terms of the Offer should be directed to Barclays Capital Inc. at (800) 438-3242 (toll free) or (212) 528-7581 (collect), attention: Liability Management Group.

This announcement is not an offer to purchase, a solicitation of an offer to purchase, or a solicitation of tenders or consents with respect to, any Notes. The Offer is being made solely pursuant to the Offer to Purchase and related transmittal documents.

Forward-looking Statements

This press release includes "forward-looking statements". The "forward-looking statements" include our current expectations, assumptions, estimates and projections about our business and our industry. You can identify forward-looking statements by the use of words such as "may," "should," "could," "estimates," "predicts," "potential," "continue," "anticipates," "believes," "plans," "expects," "future" and "intends" and similar expressions which are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond our control and difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. In evaluating forward-looking statements, you should carefully consider the risks and uncertainties described in the "Risk Factors" section or other sections in the Company's Annual Report on Form 10-K filed March 13, 2009 and quarterly reports on Form 10-Q. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by these cautionary statements and risk factors. Forward-looking statements contained in this press release reflect our view only as of the date of this press release. We undertake no obligation, other than as required by law, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

For further information, contact:

Robert Copple or Nikki Sacks

Phone: 972-665-1500

Fax: (972) 665-1003

Visit Cinemark's Website @ www.cinemark.com