

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

CINEMARK HOLDINGS, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

7832
(Primary Standard Industrial
Classification Code Number)

20-5490327
(I.R.S. Employer
Identification Number)

3900 Dallas Parkway, Suite 500
Plano, Texas 75001
(972) 665-1000

(Address, including zip code, telephone number, including area code, of Registrant's principal executive offices)

Cinemark Holdings, Inc.
2006 Long Term Incentive Plan
(Full title of the plan)

Michael D. Cavalier
Senior Vice President-General Counsel and Secretary

Cinemark Holdings, Inc.
3900 Dallas Parkway, Suite 500
Plano, Texas 75093
(972) 665-1000

(Name and address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Terry M. Schpok, P.C.
Akin Gump Strauss Hauer & Feld LLP
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201-4675
(214) 969-2800

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximim Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock, par value \$0.001 per share ("Common Stock")	9,077,370	\$ 18.46	\$ 167,568,250	\$ 5,144.35

- (1) These shares are issuable under the Cinemark Holdings, Inc. 2006 Long Term Incentive Plan upon the exercise of options or the vesting of restricted awards. Pursuant to Rule 416(c), this Registration Statement also includes an indeterminable number of additional shares that may become issuable pursuant to the anti-dilution adjustment provisions of the plan.
- (2) Pursuant to Rule 457(c) and (h), and solely for the purpose of calculating the applicable registration fee, the proposed maximum offering price per share for the common stock to be registered hereunder has been calculated based on the average of the high and low sales prices of Cinemark Holdings, Inc.'s common stock on September 24, 2007, as quoted on the New York Stock Exchange.

EXPLANATORY NOTE

The purpose of this registration statement on Form S-8 (this "**Registration Statement**") is to register a total of 9,077,370 shares of common stock, par value \$.001 per share (the "**Common Stock**"), of Cinemark Holdings, Inc., a Delaware corporation (the "**Registrant**", "**we**" or "**us**"), for offer and sale under our 2006 Long Term Incentive Plan (the "**2006 Plan**"). The maximum aggregate number of shares of Common Stock that may be issued under the 2006 Plan is 9,097,360, of which 19,990 shares of Common Stock have already been issued upon the exercise of previously outstanding options.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of this Registration Statement of the Registrant will be sent or given to our officers, employees, consultants and directors, as specified by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"). Such documents need not be filed with the Securities and Exchange Commission (the "**SEC**") either as part of this Registration Statement or as a prospectus or prospectus supplement pursuant to Rule 424 promulgated under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3, Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirement of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the SEC are incorporated herein by reference, other than those furnished pursuant to Item 2.02 or Item 7.01 of Current Reports on Form 8-K:

- (1) Final Prospectus dated April 23, 2007, filed on April 24, 2007 pursuant to Rule 424(b)(1) of the Securities Act;
- (2) Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2007, filed on May 15, 2007;
- (3) Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2007, filed on August 13, 2007;
- (4) The following Current Reports on Form 8-K filed by the Company since April 24, 2007:
 - (a) Current Report on Form 8-K, filed on May 3, 2007;
 - (b) Current Report on Form 8-K, filed on May 15, 2007;
 - (c) Current Report on Form 8-K, filed on July 6, 2007; and
 - (d) Current Report on Form 8-K, filed on August 13, 2007
- (5) A description of our common stock contained in the registration statement on Form 8-A, filed with the SEC on April 9, 2007.

In addition, all documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), excluding any information furnished pursuant to Item 2.02 or Item 7.01 of any Current Report on Form 8-K, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or

superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein, as the case may be, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not Applicable

Item 5. Interest of Named Experts and Counsel

Not Applicable

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law permits a corporation, under specified circumstances, to indemnify its directors, officers, employees or agents against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by them in connection with any action, suit or proceeding brought by third parties by reason of the fact that they were or are directors, officers, employees or agents of the corporation, if such directors, officers, employees or agents acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reason to believe their conduct was unlawful. In a derivative action, i.e., one by or in the right of the corporation, indemnification may be made only for expenses actually and reasonably incurred by directors, officers, employees or agents in connection with the defense or settlement of an action or suit, and only with respect to a matter as to which they shall have acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made if such person shall have been adjudged liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine upon application that the defendant directors, officers, employees or agents are fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Section 102(b)(7) of the Delaware General Corporation Law provides that a certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director provided that such provision shall not eliminate or limit the liability of a director:

- (1) for any breach of the director's duty of loyalty to the corporation or its stockholders;
- (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (3) under Section 174 (relating to liability for unauthorized acquisitions or redemptions of, or dividends on, capital stock) of the Delaware General Corporation Law; or
- (4) for any transaction from which the director derived an improper personal benefit.

Section 145 of the Delaware General Corporation Law further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against and incurred by such person in any such capacity, or arising out of such person's status as such.

Our amended and restated certificate of incorporation provides that we may, to the fullest extent permitted by Delaware General Corporation Law, indemnify all persons whom it may indemnify under Delaware law and contains provisions permitted by Section 102(b)(7) of the Delaware General Corporation Law.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that:

- we are required to indemnify our directors and officers, subject to very limited exceptions;
- we may indemnify other employees and agents, subject to very limited exceptions;
- we are required to advance expenses, as incurred, to our directors and officers in connection with a legal proceeding, subject to very limited exceptions; and

- we may advance expenses, as incurred, to our employees and agents in connection with a legal proceeding.

The indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may be sufficiently broad to permit indemnification of our directors and officers for liabilities arising under the Securities Act.

We have obtained an insurance policy providing for indemnification of officers and directors and certain other persons against liabilities and expenses incurred by any of them in certain stated proceedings and conditions.

Item 7. Exemption from Registration Claimed.

Not Applicable

Item 8. Exhibits.

See Index to Exhibits, attached hereto.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act.

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set for the in the "Calculation of Registration Fee" table in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement; *provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city Plano, State of Texas on the 27th day of September, 2007.

CINEMARK HOLDINGS, INC.

By: /s/ Alan Stock
Chief Executive Officer

POWER OF ATTORNEY

The undersigned directors and officers of the Registrant hereby constitute and appoint Michael Cavalier and Robert Copple and each of them his true and lawful attorney-in-fact and agent with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign this Registration Statement filed herewith and any and all amendments (including post effective amendments) to this Registration Statement, with all exhibits thereto and all documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents, or any of them or his or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the listed capacities on September 27, 2007:

<u>Name</u>	<u>Title</u>
<u>/s/ Lee Roy Mitchell</u> Lee Roy Mitchell	Chairman of the Board and Director
<u>/s/ Alan W. Stock</u> Alan Stock	Chief Executive Officer (principal executive officer)
<u>/s/ Robert Copple</u> Robert Copple	Executive Vice President; Treasurer and Chief Financial Officer (principal financial and accounting officer)
<u>/s/ Benjamin D. Chereskin</u> Benjamin D. Chereskin	Director
<u>/s/ Vahe A. Dombalagian</u> Vahe A. Dombalagian	Director
<u>/s/ Peter R. Ezersky</u> Peter R. Ezersky	Director
<u>/s/ Enrique F. Senior</u> Enrique F. Senior	Director
<u>/s/ Carlos M. Sepulveda</u> Carlos M. Sepulveda	Director

Name	Title
<u>/s/ Donald G. Soderquist</u> Donald G. Soderquist	Director
<u>/s/ Roger T. Staubach</u> Roger T. Staubach	Director
<u>/s/ Raymond W. Syufy</u> Raymond W. Syufy	Director

INDEX TO EXHIBITS

Exhibit Number	Description of Exhibits
4.1	Form of Common Stock Certificate (incorporated by reference to Exhibit No. 4.1 to Amendment No. 2 to the registration statement on Form S-1 filed with the SEC on April 9, 2007, File No. 333-140390).
4.2	Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit No. 3.1 to Amendment No. 2 to the registration statement on Form S-1 filed with the SEC on April 9, 2007, File No. 333-140390).
4.3(a)	Amended and Restated Bylaws (incorporated by reference to Exhibit No. 3.2 to Amendment No. 2 to the registration statement on Form S-1 filed with the SEC on April 9, 2007, File No. 333-140390).
4.3(b)	First Amendment to the Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2(b) to Amendment No. 4 to the registration statement on Form S-1 filed with the SEC on April 19, 2007, File No. 333-140390).
4.4	Cinemark Holdings, Inc. 2006 Long Term Incentive Plan (incorporated by reference to Exhibit 10.7(a) to the registration statement on Form S-1 filed with the SEC on February 1, 2007, File No. 333-140390).
4.5	Form of Stock Option Agreement (incorporated by reference to Exhibit 10.7(b) to the registration statement on Form S-1 filed with the SEC on February 1, 2007, File No. 333-140390).
*4.6	Form of Restricted Share Award Agreement.
*5	Opinion of Akin Gump Strauss Hauer & Feld LLP
*23.1	Consent of Deloitte & Touche LLP.
*23.2	Consent of Grant Thornton LLP.
*23.3	Consent of Akin Gump Strauss Hauer & Feld L.L.P. (included on Exhibit 5 filed herewith).
*23.4	Consent of Deloitte & Touche LLP.
*23.5	Consent of National CineMedia, LLC.
*24.1	Powers of Attorney (included on signature page hereto).

* Filed herewith.

CINEMARK HOLDINGS, INC.
2006 LONG TERM INCENTIVE PLAN
RESTRICTED SHARE AWARD AGREEMENT

This Restricted Share Award Agreement (this "*Agreement*"), made as of the ___ day of ___, 2007 (the "*Grant Date*") by and between Cinemark Holdings, Inc., a Delaware corporation (the "*Company*"), and _____ (the "*Grantee*"), evidences the grant by the Company of a Stock Award (the "*Award*") of restricted Common Stock, par value \$0.001 per share (the "*Common Stock*") to the Grantee on such date and the Grantee's acceptance of the Award in accordance with the provisions of the Company's 2006 Long Term Incentive Plan (the "*Plan*"), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises and the benefits to be derived from the mutual observance of the covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Basis for Award.** This Award is made pursuant to the Plan for valid consideration provided to the Company by the Grantee as a Non-Employee Director of the Company in accordance with the Company's Non-Employee Director Compensation Policy (the "*Compensation Policy*"). By your execution of this Agreement, you agree to accept the Restricted Share Award rights granted pursuant to this Restricted Share Award Agreement and to receive the Restricted Shares of Cinemark Holdings, Inc. (the "*Restricted Shares*") designated herein subject to the terms of the Plan and this Award Agreement.

2. **Restricted Share Award.** The Company hereby awards to Grantee, at a purchase price of \$0.001 per share, _____ shares of Common Stock of the Company (the "*Restricted Share Award*") which shall be subject to the restrictions and conditions set forth in the Plan and in this Agreement. In the event that Grantee fails to pay the designated purchase price within seven business days following the Grant Date, the Restricted Share Award shall expire and be canceled. One or more stock certificates representing the number of Restricted Shares specified herein shall hereby be registered in the Participant's name (the "*Stock Certificate*"), but shall be deposited and held in the custody of the Company for the Participant's account as provided in Section 10(c) hereof until such Restricted Shares become vested. Participant acknowledges and agrees that Restricted Shares may be issued as a book entry with the Company's transfer agent and that no physical Stock Certificates need be issued for so long as the shares remain unvested shares. Subject to the terms of this Agreement, Participant shall have all the rights of a stockholder with respect to the Restricted Shares while they are held in the custody of the Company for Participant's account, including the right to vote the Restricted Shares and to receive any dividends thereon.

3. **Vesting.**

(a) The Restricted Shares shall vest and restrictions on transfer shall lapse on _____ (the "*Vesting Date*") if the Grantee continuously serves as a Non-Employee Director of the Company through the Vesting Date.

(b) Any unvested shares of Common Stock shall become vested if, during the term of Grantee's service as a director of the Company, the Company consummates a merger, consolidation, sale of all or substantially all of the assets of the Company, sale of the outstanding capital stock of the Company or similar transaction (a "**Liquidity Event**") approved by the Board of Directors and stockholders of the Company pursuant to which all of the stockholders of the Company receive cash, stock or other property in exchange for their stock in the Company; provided, however, that a transaction shall not constitute a Liquidity Event if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(c) In the event Grantee's service as a Non-Employee Director of the Company is terminated by the Company for any reason, by Grantee for any reason, as a result of a failure to nominate Grantee for reelection as a Director of the Company, a failure of the Company's stockholders to reelect Grantee as a Director of the Company, or as a result of Grantee's death, disability or retirement, no unvested shares of Common Stock shall become vested after such termination of Grantee's service as a Non-Employee Director of the Company.

4. Compliance with Laws and Regulations. The issuance and transfer of Common Stock shall be subject to compliance by the Company and Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Common Stock may be listed at the time of such issuance or transfer. Grantee understands that the Company is under no obligation to register or qualify the Common Stock with the SEC, any state securities commission or any stock exchange to effect such compliance.

5. Tax Considerations.

(a) Grantee acknowledges and agrees that Grantee shall be solely responsible for the payment of any federal, state or local taxes of any kind required by law to be paid with respect to the Restricted Shares. The Company shall issue to Grantee a Form 1099 with respect to the Restricted Shares.

(b) Grantee may elect, within thirty (30) days of the Grant Date, to include in gross income for federal income tax purposes an amount equal to the Fair Market Value of the Restricted Shares less the amount, if any, paid by the Grantee for the Restricted Shares granted hereunder pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended. Grantee shall be solely responsible for properly filing any such election with the Internal Revenue Service.

6. No Right to Continued Service. Nothing in the Plan or this Agreement shall confer on Grantee any right to continue to serve as a director of the Company or any Affiliate, or limit in any way the right of the Company or any Affiliate to terminate Grantee's service as a director of the Company or any Affiliate, with or without Cause.

7. Representations and Warranties of Grantee. Grantee represents and warrants to the Company that:

(a) Agrees to Terms of the Plan. Grantee has received a copy of the Plan and has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. Grantee acknowledges that there may be adverse tax consequences upon the vesting of Restricted Shares or disposition of the shares of Common Stock once vested, and that Grantee should consult a tax advisor prior to such time.

(b) Purchase for Own Account for Investment. Grantee is receiving the Common Stock for Grantee's own account for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Common Stock within the meaning of the Securities Act. Grantee has no present intention of selling or otherwise disposing of all or any portion of the Common Stock and no one other than Grantee has any beneficial ownership of any of the Common Stock.

(c) Access to Information. Grantee has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Grantee reasonably considers important in making the decision to purchase the Common Stock, and Grantee has had ample opportunity to ask questions of the Company's representatives concerning such matters and this investment.

(d) Understanding of Risks. Grantee is fully aware of: (i) the highly speculative nature of the investment in the Common Stock; (ii) the financial hazards involved; (iii) the lack of liquidity of the Common Stock and the restrictions on transferability of the Common Stock (e.g., that Company has no obligation to register the Common Stock subject to the Restricted Shares and Grantee may not be able to sell or dispose of the shares of Common Stock or use them as collateral for loans); (iv) the qualifications and backgrounds of the management of the Company; and (v) the tax consequences of investment in the Common Stock. Grantee is capable of evaluating the merits and risks of this investment, has the ability to protect Grantee's own interests in this transaction and is financially capable of bearing a total loss of this investment. Grantee acknowledges that no representations have been made by the Company regarding the current or future value of the Common Stock or the ability of the Company to achieve any certain level of future earnings, register the shares, or engage in any type of liquidity transaction resulting in value to the Company's stockholders.

(e) No General Solicitation. At no time was Grantee presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the shares of Common Stock.

(f) Reliance on Agreement. Grantee represents and warrants that (i) Grantee has entered into this Agreement in order to induce the Company to grant Restricted Shares to Grantee pursuant to the Compensation Policy, (ii) Grantee is the record and beneficial owner of the Option Shares (as defined in Section 10) with full right and power to transfer the Option Shares to the Company free and clear of any liens, claims or encumbrances, and (iii) Grantee understands that the stock certificates evidencing the Option Shares will bear a legend referencing this Agreement.

8. **Compliance with U.S. Federal Securities Laws.** Grantee understands and acknowledges that the Common Stock has not been registered with the SEC under the Securities Act and that, notwithstanding any other provision of the Agreement to the contrary, the vesting and holding of the Common Stock is expressly conditioned upon compliance with the Securities Act and all applicable state securities laws. Grantee agrees to cooperate with the Company to ensure compliance with such laws.

9. **Restricted Securities.**

(a) Nontransferability Prior to Vesting. Until the Restricted Shares became vested, the unvested Restricted Shares may not be sold, transferred, assigned, pledged, conveyed, hypothecated, or otherwise disposed of.

(b) No Transfer Unless Registered or Exempt. Grantee understands that Grantee may not transfer any vested share of Common Stock unless such Common Stock is registered under the Securities Act or qualified under applicable state securities laws or unless, in the opinion of counsel to the Company, exemptions from such registration and qualification requirements are available. Grantee understands that only the Company may file a registration statement with the SEC and that the Company is under no obligation to do so with respect to the Common Stock. Grantee has also been advised that exemptions from registration and qualification may not be available or may not permit Grantee to transfer all or any of the Common Stock in the amounts or at the times proposed by Grantee.

(c) SEC Rule 144. In addition, Grantee has been advised that SEC Rule 144 promulgated under the Securities Act, which permits certain limited sales of unregistered securities requires that the Common Stock be held for a minimum of one (1) year, and in certain cases two (2) years, after they have been purchased and paid for (within the meaning of Rule 144). Grantee understands that Rule 144 may indefinitely restrict transfer of the Common Stock so long as Grantee remains an "affiliate" of the Company or if "current public information" about the Company (as defined in Rule 144) is not publicly available. Affiliates must comply with the provisions (in addition to the holding period requirements) of Rule 144.

10. **Option to Repurchase Unvested Stock.** Grantee grants to the Company an irrevocable right and option (the "*Option*") to purchase from Grantee shares of unvested Common Stock standing in the name of Grantee on the books of the Company (the "*Option Shares*") in accordance with this Agreement.

(a) Option Exercise Price. The exercise price for the Option Shares (the "*Option Exercise Price*") shall be \$0.001 per share.

(b) Repurchase of Option Shares. Option Shares may be repurchased by the Company at a price of \$0.001 per share and shall be transferred to the Company automatically without further action by Grantee if repurchased by the Company. The Company may exercise the right to repurchase the Option Shares at any time within one hundred twenty (120) days after termination for any reason of Grantee's service as a Non-Employee Director of the Company. The repurchase price may be paid to Grantee by personal delivery or by Company check mailed to Grantee's last known address on the Company's records. Grantee acknowledges the Option

Shares shall be held by Grantee subject to the applicable vesting requirements set forth in this Agreement and Grantee shall have no right to retain any Option Shares that the Company repurchases in accordance with the terms of this Agreement. The Company may elect to assign its right to repurchase the Option Shares to any designee of the Company.

(c) Deposit of the Option Shares. Grantee shall deposit all of the Option Shares with the Company to hold until the Option Shares become vested, at which time such vested shares shall no longer constitute Option Shares. The Company will deliver to Grantee the shares of Common Stock that become vested upon vesting of such shares. Grantee shall execute and deliver to the Company, concurrently with the execution of this Agreement blank stock powers for use in connection with the transfer to the Company or its designee of Option Shares that do not become vested.

(d) Adjustments. The number of Option Shares and the Option Exercise Price per Option Share shall be automatically adjusted to reflect any stock split, stock dividend, recapitalization, merger, consolidation, reorganization, combination or exchanges of shares or other similar event affecting the Company's outstanding Common Stock subsequent to the date of this Agreement. If Grantee becomes entitled to receive any additional shares of Common Stock or other securities ("**Additional Securities**") in respect of the Option Shares prior to the exercise of the Option, the total number of Option Shares shall be equal to the sum of (i) the initial Option Shares; and, (ii) the number of Additional Securities issued or issuable in respect of the initial Option Shares and any Additional Securities previously issued to Grantee. The Option Exercise Price per Option Share shall be equal to the applicable Option Exercise Price per Option Share set forth in Section 10(a) (as adjusted pursuant to the first sentence of this Section 10(d)) divided by the sum of (a) the number of Additional Securities issued or issuable in respect of each Option Share and any Additional Securities previously issued to Grantee plus (b) the initial Option Share.

11. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Grantee understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificate(s) evidencing the Common Stock, together with any other legends that may be required by state or U.S. Federal securities laws, the Company's Certificate of Incorporation or Bylaws, any other agreement between Grantee and the Company or any agreement between Grantee and any third party:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(b) Stop-Transfer Instructions. Grantee agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate “stop-transfer” instructions to its transfer agent, if any, and if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company will not be required (i) to transfer on its books any shares of Common Stock that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such shares have been so transferred.

12. **Modification**. The Agreement may not be amended or modified except in writing signed by both parties.

13. **Plan**. Except as otherwise provided herein, or unless the context clearly indicates otherwise, capitalized terms herein which are defined in the Plan have the same definitions as provided in the Plan. The terms and provisions of the Plan are incorporated herein by reference, and the Grantee hereby acknowledges receiving a copy of the Plan. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Agreement, the Plan shall govern and control.

14. **Interpretation**. Any dispute regarding the interpretation of this Agreement shall be submitted by Grantee or the Company to the Board for review. The resolution of such a dispute by the Board shall be final and binding on the Company and Grantee.

15. **Entire Agreement**. The Plan is incorporated herein by reference. This Agreement and the Plan constitute the entire agreement of the parties and supercede all prior undertakings and agreements with respect to the subject matter hereof. If any inconsistency should exist between the nondiscretionary terms and conditions of this Agreement and the Plan, the Plan shall govern and control.

16. **Notices**. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Grantee shall be in writing and addressed to Grantee at the address indicated on the signature page hereof or to such other address as such party may designate in writing from time to time to the Company. All notices shall be deemed to have been given or delivered upon: (a) personal delivery; (b) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested); (c) one (1) business day after deposit with any return receipt express courier (prepaid); or (d) one (1) business day after transmission by facsimile or telecopier.

17. **Successors and Assigns**. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Grantee and Grantee’s heirs, executors, administrators, legal representatives, successors and assigns.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law principles. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

19. **Acceptance.** Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. Grantee has read and understands the terms and provisions thereof, and accepts the Award subject to all the terms and conditions of the Plan and this Agreement. Grantee acknowledges that there may be adverse tax consequences upon exercise of the Award or disposition of the Shares and that Grantee should consult a tax advisor prior to such exercise or disposition.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

CINEMARK HOLDINGS, INC.

By: _____
Name: _____
Title: _____

GRANTEE

Name: _____
Address: _____

*Signature Page to
Restricted Share Award Agreement*

EXHIBIT A
CINEMARK HOLDINGS, INC.
2006 LONG TERM INCENTIVE PLAN

September 27, 2007

Cinemark Holdings, Inc.
3900 Dallas Parkway, Suite 500
Plano, Texas 75093

Re: Cinemark Holdings, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Cinemark Holdings, Inc., a Delaware corporation (the "**Company**"), in connection with the preparation and filing by the Company with the Securities and Exchange Commission of a Registration Statement on Form S-8 (the "**Registration Statement**"), under the Securities Act of 1933, as amended (the "**Act**"). The Registration Statement relates to the offer and sale by the Company of up to 9,077,370 shares (the "**Shares**") of the Company's common stock, par value \$0.001 per share ("**Common Stock**"), issuable under the Cinemark Holdings, Inc. 2006 Long Term Incentive Plan, as such plan is described in the Registration Statement (the "**Plan**"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

We have examined originals or certified copies of such corporate records of the Company and other certificates and documents of officials of the Company, public officials and others as we have deemed appropriate for purposes of this letter. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all copies submitted to us as conformed, certified or reproduced copies. As to various questions of fact relevant to this letter, we have relied, without independent investigation, upon certificates of public officials and certificates of officers of the Company, all of which we assume to be true, correct and complete.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations stated herein, we are of the opinion that when the Registration Statement has become effective under the Act and when the Shares have been issued, sold and delivered in compliance with the Plan and applicable federal and state securities laws and in the manner described in the Registration Statement, the Shares will be duly authorized, validly issued, fully paid and non-assessable.

The opinions and other matters in this letter are qualified in their entirety and subject to the following:

Cinemark Holdings, Inc.

September 27, 2007

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- A. We express no opinion as to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware.
- B. This opinion letter is limited to the matters expressly stated herein and no opinion is to be inferred or implied beyond the opinion expressly set forth herein. We undertake no, and hereby disclaim any, obligation to make any inquiry after the date hereof or to advise you of any changes in any matter set forth herein, whether based on a change in the law, a change in any fact relating to the Company or any other person or any other circumstance.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act and the rules and regulations thereunder.

Very truly yours,

/s/ AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 15, 2007 (April 9, 2007 as to paragraph 16 of Note 12, Note 26, and Note 27) related to the consolidated financial statements and financial statement schedule of Cinemark Holdings, Inc. and Subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph relating to a change in the method of accounting for share-based compensation required under Statement of Financial Accounting Standard No.123(R), *Share Based Payment*), appearing in the Final Prospectus dated April 23, 2007, filed on April 24, 2007 pursuant to Rule 424(b)(1) of the Securities Act.

/s/ Deloitte & Touche LLP

Dallas, Texas
September 27, 2007

Consent of Independent Certified Public Accountants

We have issued our report dated December 1, 2006 (except for Note 13, as to which the date is January 29, 2007), accompanying the consolidated financial statements of Century Theatres, Inc. and Subsidiaries contained in the Cinemark Holdings, Inc. Final Prospectus dated April 23, 2007, filed on April 24, 2007 pursuant to Rule 424(b)(1) of the Securities Act. We consent to the incorporation by reference of the aforementioned report in the Registration Statement on Form S-8 of Cinemark Holdings Inc.

/s/ GRANT THORNTON LLP
San Francisco, California
September 26, 2007

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Cinemark Holdings, Inc. of our report dated March 27, 2007 relating to the financial statements of National CineMedia, LLC appearing in the Final Prospectus of Cinemark Holdings, Inc. dated April 23, 2007, filed on April 24, 2007 pursuant to Rule 424(b)(1) of the Securities Act.

/s/ Deloitte & Touche LLP

Denver, Colorado
September 26, 2007

Consent
Of
National CineMedia, LLC

Board of Directors
Cinemark Holdings, Inc.
3900 Dallas Parkway, Suite 500
Plano, Texas 75093

Members of the Board:

We hereby consent to the use by Cinemark Holdings, Inc. (the "*Company*") of the audited financial statements of National CineMedia, LLC and its subsidiaries for the fiscal year ended December 28, 2006 appearing in the Registration Statement on Form S-8 filed by the Company with the Securities and Exchange Commission and any amendment thereto.

By: National CineMedia, LLC

by National CineMedia, Inc.
its Manager

By: /s/ R. E. Hardy

Name: R. E. Hardy

Title: EVP