

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

**FORM S-8  
POST-EFFECTIVE AMENDMENT NO. 1  
TO  
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)

**20-5490327**  
(I.R.S. Employer  
Identification No.)

**3900 Dallas Parkway, Suite 500  
Plano, Texas 75001  
(972) 665-1000**  
(Address of principal executive offices)

**Amended and Restated Cinemark Holdings, Inc.  
2006 Long Term Incentive Plan, as amended  
Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan**  
(Full title of the plan)

**Michael D. Cavalier**  
Executive Vice President-General Counsel and Secretary  
Cinemark Holdings, Inc.  
3900 Dallas Parkway, Suite 500  
Plano, Texas 75093  
(Name and address of agent for service)

**(972) 665-1000**  
(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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company   
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

## EXPLANATORY NOTE

Pursuant to the Registration Statement on Form S-8 (File No. 333-153273) filed with the Securities and Exchange Commission (the "SEC") on August 29, 2008 (the "Registration Statement"), Cinemark Holdings, Inc. (the "Registrant") registered 10,022,630 shares of the Registrant's common stock, par value \$0.001 per share (the "Common Stock"), for issuance under the Amended and Restated Cinemark Holdings, Inc. 2006 Long Term Incentive Plan, as amended (the "Restated Plan").

Effective May 25, 2017 (the "Approval Date"), the stockholders approved the Registrant's 2017 Omnibus Incentive Plan (the "Omnibus Plan") and the Restated Plan was terminated. Pursuant to the terms of the Omnibus Plan, the maximum aggregate number of shares of our Common Stock that may be issued under the Omnibus Plan shall be (i) 1,500,000 newly available shares of Common Stock (the "New Shares"), (ii) 6,513,551 shares remaining available for issuance under the Restated Plan as of the Approval Date, and up to (iii) 1,284,086 shares that are subject to outstanding awards granted under the Restated Plan as of the Approval Date, to the extent that such awards are forfeited, canceled, expire unexercised or are settled in cash. No further awards will be granted under the Restated Plan on or after the date of the stockholders' approval of the Omnibus Plan. Unissued shares of Common Stock reacquired under the forfeiture terms of any award will also revert to the Omnibus Plan and again be available for awards under the Omnibus Plan. All shares of Common Stock under the Restated Plan that will be available for issuance under the Omnibus Plan are heretofore referred to as the "Carryover Shares".

Pursuant to the undertaking in Item 512(a)(1)(iii) of Regulation S-K that the Registrant disclose a material change in the plan of distribution as it was originally disclosed in the Registration Statement, the Registrant is filing this Post-Effective Amendment No. 1 to the Registration Statement (the "Post-Effective Amendment") to reflect that, as of the Approval Date, the Carryover Shares registered under the Registration Statement will no longer be issued under the Restated Plan and may instead be issued under the Omnibus Plan.

Contemporaneously with the filing of this Post-Effective Amendment, the Registrant is filing a registration statement on Form S-8 to register the New Shares that have become available for offer or sale pursuant to the Omnibus Plan.

### 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 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) Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed on February 23, 2017;
- (2) Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017, filed on May 3, 2017;
- (3) The following Current Reports on Form 8-K filed by the Company:
  - (a) Current Report on Form 8-K filed on May 31, 2017;
- (4) 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"), 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, the Registrant certifies that it has reasonable grounds to believe 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 13th day of June, 2017.

### CINEMARK HOLDINGS, INC.

By: /s/ Mark Zoradi  
Chief Executive Officer

### POWER OF ATTORNEY

The undersigned directors and officers of the Registrant hereby constitute and appoint Michael Cavalier and Sean Gamble 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 Post-Effective Amendment, 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, this Post-Effective Amendment has been signed by the following persons in the listed capacities on June 13, 2017:

<u>Name</u>	<u>Title</u>
<u>/s/ Lee Roy Mitchell</u> Lee Roy Mitchell	Chairman of the Board and Director
<u>/s/ Mark Zoradi</u> Mark Zoradi	Chief Executive Officer (principal executive officer) and Director
<u>/s/ Sean Gamble</u> Sean Gamble	Executive Vice President; Chief Financial Officer (principal financial and accounting officer)
<u>/s/ Darcy Antonellis</u> Darcy Antonellis	Director
<u>/s/ Benjamin D. Chereskin</u> Benjamin D. Chereskin	Director
<u>/s/ Enrique F. Senior</u> Enrique F. Senior	Director
<u>/s/ Nancy S. Loewe</u> Nancy S. Loewe	Director
<u>/s/ Steven P. Rosenberg</u> Steven P. Rosenberg	Director
<u>/s/ Carlos M. Sepulveda</u> Carlos M. Sepulveda	Director
<u>/s/ Raymond W. Syufy</u> Raymond W. Syufy	Director
<u>/s/ Nina G. Vaca</u> Nina G. Vaca	Director

## INDEX TO EXHIBITS

<b>Exhibit Number</b>	<b>Description of Exhibits</b>
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	Amended and Restated Cinemark Holdings, Inc. 2006 Long Term Incentive Plan (incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q filed with the SEC on May 9, 2008, File No. 001-33401).
4.3	First Amendment to the Amended and Restated Cinemark Holdings, Inc. 2006 Long Term Incentive Plan (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on February 18, 2014, File No. 001-33401).
4.4	Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan (incorporated by reference to Appendix A to the proxy statement on DEF 14-A filed with the SEC on April 7, 2017, File No. 001-33401).
*4.5	Form of Stock Option Award Agreement
*4.6	Form of Performance Stock Award Agreement
*4.7	Form of Restricted Stock Award Agreement
*4.8	Form of Performance Stock Unit Award Agreement
*4.9	Form of Restricted Stock Unit Award Agreement
**5.1	Opinion of Akin Gump Strauss Hauer & Feld LLP with respect to the legality of the Common Stock issuable under the Amended and Restated Cinemark Holdings, Inc. 2006 Long Term Incentive Plan.
*5.2	Opinion of Akin Gump Strauss Hauer & Feld LLP with respect to the legality of the Carryover Shares issuable under the Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan.
*23.1	Consent of Deloitte & Touche LLP.
**23.2	Consent of Akin Gump Strauss Hauer & Feld L.L.P. (included on Exhibit 5.1 as previously filed).
*23.3	Consent of Akin Gump Strauss Hauer & Feld L.L.P. (included on Exhibit 5.2 filed herewith).
*24.1	Powers of Attorney (included on signature page hereto).

\* Filed herewith.  
\*\* Previously filed

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
STOCK OPTION AWARD CERTIFICATE**

THIS IS TO CERTIFY that Cinemark Holdings, Inc., a Delaware corporation (the “*Company*”), has granted you (the “*Participant*”) an option to purchase shares of its Common Stock under its 2017 Omnibus Incentive Plan (the “*Plan*”), as follows:

Participant: \_\_\_\_\_

Participant’s Address: \_\_\_\_\_  
\_\_\_\_\_

Total Option Shares: \_\_\_\_\_

Exercise Price per Share: \$[•] \_\_\_\_\_

Type of Option (check one):  Incentive Stock Option  Nonqualified Stock Option

Date of Grant: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Vesting Commencement Date: \_\_\_\_\_

Vesting Schedule:	Anniversary of Vesting <u>Commencement Date</u>	Percentage of <u>Option Shares Vested</u>
		%
		%
		%
		%

By your signature and the signature of the Company’s representative below, you and the Company agree to be bound by all of the terms and conditions of the accompanying Stock Option Award Agreement and the Plan (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Stock Option rights granted under this Certificate and the related Stock Option Award Agreement and to receive the Option to purchase shares of Common Stock designated above subject to the terms of the Plan, this Certificate and the Stock Option Award Agreement.

**Participant:**

\_\_\_\_\_  
Name: \_\_\_\_\_, an individual

Dated: \_\_\_\_\_

**Cinemark Holdings, Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Stock Option Award Certificate**

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
STOCK OPTION AWARD AGREEMENT**

This Stock Option Award Agreement (this "**Agreement**"), is made and entered into on the execution date of the Stock Option Award Certificate accompanying this Agreement (the "**Certificate**"), by and between Cinemark Holdings, Inc., a Delaware corporation (the "**Company**"), and the Participant named in the Certificate.

Under the Company's 2017 Omnibus Incentive Plan (the "**Plan**"), the Administrator has authorized the grant to the Participant of the Option to purchase Shares (the "**Award**"), under the terms and subject to the conditions set forth in the Certificate, this Agreement and in the Plan. Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Plan.

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

1. **Grant of Option.** The Company hereby grants to the Participant an Option to purchase the number of Shares (the "**Option Shares**") set forth in the Certificate as Total Option Shares at the Exercise Price per share set forth in the Certificate, subject to all of the terms and conditions of the Certificate, this Agreement and the Plan. If designated as an Incentive Stock Option in the Certificate, the Option is intended to qualify as an "incentive stock option" (an "**ISO**") as defined in Section 422(b) of the Code, although the Company makes no representation or guarantee that the Option will qualify as an ISO.

**2. Right to Exercise**

(a) **Vesting.** The Award will vest and become exercisable according to the Vesting Schedule set forth in the Certificate. If application of the Vesting Schedule causes a fractional Share to otherwise become exercisable, the Share will be rounded down to the nearest whole Share for each vesting period except for the last period in the Vesting Schedule, at which time the Award will become exercisable for the full remainder of the Option Shares.

(b) **Exercise Period.** Unless the Award expires as provided in Section 3, the Award may be exercised after the Date of Grant set forth in the Certificate to the extent the Award has vested. The Award cannot be exercised for fractional Option Shares. The Option Shares issued on exercise of the Award will be subject to the restrictions on transfer set forth in Section 10.

(c) **Stockholder Approval.** Notwithstanding anything in this Agreement to the contrary, no portion of this Award will be exercisable at any time before the Plan is approved by the Company's stockholders.

3. **Expiration.** The Award will expire at 12:01 am Central Time on the Expiration Date set forth in the Certificate or earlier as provided in Section 4 below.

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Stock Option Award Agreement**



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4. **Termination of Continuous Service.** [Unless otherwise provided in a Service Agreement], the right to exercise the Award is subject to the following terms and conditions.

(a) **Forfeiture of Unvested Options.** If the Participant's Continuous Service terminates for any reason (including Participant's death or Disability) other than by the Company or an Affiliate for Cause, the unvested portion of the Award will terminate at the close of business on the date of termination.

(b) **For Cause.** If the Company or an Affiliate terminates the Participant's Continuous Service for Cause, then all of the Participant's rights under this Agreement will expire and the entire Award will terminate, regardless of whether or to what extent vested, as of the beginning of business on the date of the Participant's termination of Continuous Service.

(c) **For Any Reason other than Cause, Death or Disability** If the Participant's Continuous Service terminates for any reason other than the Participant's death or Disability or by the Company or an Affiliate for Cause, the Participant may exercise the Award to the extent (and only to the extent) the Award is vested and exercisable at the time of such termination, but only during the period ending on the earlier of (i) the date that is three months following the date of such termination or (ii) the Expiration Date. The Award will immediately terminate at the end of such period and any unexercised Option will cease to be exercisable.

(d) **Death or Disability.** If the Participant's Continuous Service is terminated by reason of the Participant's death or Disability, the Participant (or his or her legal representative, executor, administrator, heir, or legatee, as the case may be) may exercise the Award to the extent the Award is vested and exercisable at the time of such termination, but only during the period ending on the earlier of (i) the date that is 12 months following the date of such termination or (ii) the Expiration Date; provided that, in addition to the Options held by such Participant that have already vested as of such date of termination, unvested Options shall be vested and become exercisable on a pro-rata basis based on the percentage determined by dividing (i) the number of days from and including the grant date of such Option through the termination of Participant's employment by death or Disability, by (ii) the number of days from the grant date of such Option to the full vesting date of such Option. The Award will immediately terminate at the end of such period and any unexercised Option will cease to be exercisable.

(e) **Extension of Termination Date.** Notwithstanding anything in this Section 4 to the contrary, if the exercise of the Award following the termination of the Participant's Continuous Service for any reason other than the Participant's death or Disability or by the Company or an Affiliate for Cause would violate any applicable federal, state or local law, then the Award will remain exercisable until the earlier of (i) the date that is 30 days after the exercise of the Award would no longer violate any applicable federal, state or local law or (ii) the Expiration Date. The Award will immediately terminate at the end of such period and any unexercised Option will cease to be exercisable.

(f) **Effect of Termination of Employment on ISO Status.** If permitted by this Agreement, any exercise beyond (i) three months after the date of termination of the Participant's employment with the Company and its Subsidiaries for any reason other than the Participant's death or Disability, or (ii) 12 months after the date of termination of the Participant's employment with the Company and its Subsidiaries by reason of the Participant's death or Disability, will be treated as an exercise of a Nonqualified Stock Option and not an ISO.

#### 5. Manner of Exercise

(a) **Exercise Notice.** To exercise this Award, the Participant (or in the case of exercise after the Participant's death or incapacity, the Participant's legal representative, executor, administrator, heir or legatee, as the case may be) must deliver to the Administrator a fully executed stock option exercise notice and agreement in the form attached hereto, or in any other form as approved by the Administrator (the "**Exercise Notice**"). The Exercise Notice must set forth, *inter alia*, (i) the Participant's election to exercise the Award; (ii) the number of Option Shares being purchased; (iii) any restrictions imposed on the Option Shares; and (iv) any representations, warranties or agreements regarding the Participant's investment intent and access to information as the Company may require to comply with applicable securities laws. The Award may be exercised by someone other than the Participant only on submission of documentation reasonably acceptable to the Administrator verifying that the Person has the legal right to exercise the Award.

(b) **Payment.** Unless otherwise permitted and under such terms as are approved by the Administrator in its sole discretion, the entire Exercise Price must be paid in full by cash or check for an amount equal to the aggregate Exercise Price for the number of Option Shares being purchased.

(c) **Tax Withholding.** As a condition to the exercise of the Award, before the issuance of the Option Shares the Participant must pay or provide for any applicable federal, state, or local tax withholding obligations of the Company. In addition to the Company's right to withhold from any compensation paid to the Participant by the Company, the Participant may provide for payment of withholding taxes in full by cash or check or, if permitted by the Administrator, by one or more of the alternative methods of payment described in the Plan.

(d) **Issuance of Option Shares.** Subject to the conditions that the Exercise Notice and payment (including applicable tax withholding) are in form and substance satisfactory to the Administrator, the Company will issue the Option Shares registered in the name of the Participant, the Participant's authorized assignee, or Participant's legal representative. The Award will be deemed exercised on the Administrator's receipt of the fully executed Exercise Notice accompanied by required payment. The Company will deliver certificates representing the Option Shares with the appropriate legends affixed thereto. If the Option Shares are not fully vested, the Company may hold the certificates in its custody until vested.

6. **Compliance with Laws and Regulations.** The exercise of the Award and the issuance and transfer of Option Shares is subject to the Company's and Participant's full compliance, to the satisfaction of the Company and its counsel, with all applicable requirements of federal, state, and foreign securities laws and with all applicable requirements of any securities exchange on which the Common Stock may be listed at the time of issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Option Shares with the Securities and Exchange Commission, any state or foreign securities regulatory authority or any securities exchange to effect compliance.

7. **Disqualifying Disposition of ISO Shares.** If the Award is an ISO and the Participant sells or otherwise disposes of any Option Shares acquired under the Award on or before the later of (a) the second anniversary of the Date of Grant or (b) the first anniversary of the transfer of the Option Shares to the Participant on exercise of the Award, the Participant must immediately notify the Company in writing of the disposition. If any such disposition causes Participant to be subject to income tax withholding by the Company on the income recognized by the Participant, the Participant shall satisfy the withholding obligation by payment in cash or out of the current wages or other compensation payable to the Participant by the Company or any Affiliate.

8. **Non-Transferability.** If the Award is an ISO, it may not be transferred in any manner other than by will or by the laws of descent and distribution and may be exercised during the lifetime of the Participant only by the Participant or, in the event of the Participant's incapacity, by the Participant's legal representative. If the Award is a Nonqualified Stock Option, on the Administrator's written approval the Award may be transferred by gift or domestic relations order to a Permitted Transferee in accordance with the Plan.

9. **Privileges of Stock Ownership.** The Participant will not have any of the rights of a stockholder with respect to any Option Shares unless and until the Option Shares are issued to the Participant.

**10. Restrictions on Transfer of Option Shares**

(a) **Securities Law Restrictions.** Regardless of whether the offering and sale of Shares under the Plan have been registered under the Securities Act or have been registered or qualified under the securities laws of any state or foreign jurisdiction, the Company at its discretion may impose restrictions on the sale, pledge or other transfer of the Option Shares (including the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of the Company, such restrictions are necessary or desirable to achieve compliance with the Securities Act, the securities laws of any state or foreign jurisdiction, or any other law.

(b) **Consent to Market Standoff.** If an underwritten public offering by the Company of its equity securities occurs, the Participant agrees not to sell, make any short sale of, loan, hypothecate, pledge, grant any option for the repurchase of, transfer the economic consequences of ownership, or otherwise dispose or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any Option Shares without the prior written consent of the Company or its underwriters, for such period of time from and after the effective date of the registration statement as may be requested by the Company or the underwriters. In order to enforce the Market Standoff, the Company may impose stop-transfer instructions with respect to the Option Shares acquired under this Agreement until the end of the applicable standoff period. If there is any change in the number of outstanding Shares by reason of a stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification, dissolution or liquidation of the Company, any corporate separation or division (including, but not limited to, a split-up, a split-off, or a spin-off), a merger or consolidation, a reverse merger, or similar transaction, then any new, substituted, or additional securities which are by reason of the transaction distributed with respect to any Option Shares subject to the Market Standoff, or into which the Option Shares thereby become convertible, will immediately be subject to the Market Standoff.

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(c) **Administration.** Any determination by the Administrator and its counsel in connection with any of the matters set forth in this Section 10 will be conclusive and binding on Participant and all other Persons.

11. **Repurchase Right.** Unvested Option Shares acquired by the exercise of this Award will be subject to the Company's Repurchase Right under the Plan.

12. **No Right to Continued Service.** Nothing in this Agreement or the Plan imposes or may be deemed to impose, by implication or otherwise, any limitation on any right of the Company and its Affiliates to terminate Participant's Continuous Service at any time.

13. **General**

(a) **Interpretation.** Any dispute regarding the interpretation of this Agreement must be submitted by the Participant or the Company to the Administrator for review. The resolution of any dispute by the Administrator will be final and binding on the Company and Participant.

(b) **Entire Agreement.** The Plan and the Certificate are incorporated into this Agreement by reference, and together with this Agreement constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. In the event of a conflict or inconsistency between the terms and conditions of this Agreement, the Certificate and the Plan, the Plan will govern.

(c) **Notices.** Any notice required under this Agreement to be delivered to the Company must be in writing and addressed to the Secretary of the Company at its principal corporate offices. Any notice required to be delivered to the Participant must be in writing and addressed to the Participant at the address indicated on the Certificate or to such other address as Participant designates in writing to the Company. All notices will be deemed to have been delivered: (i) on personal delivery, (ii) five days after deposit in the United States mail by certified or registered mail (return receipt requested), (iii) two business days after deposit with any return receipt express courier (prepaid) or (iv) one business day after transmission by fax.

(d) **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement will be binding on and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement is binding on Participant and Participant's heirs, executors, administrators, legal representatives, successors and assigns.

(e) **Governing Law.** This Agreement is 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 that provision will be enforced to the maximum extent possible and the other provisions of the Agreement will remain fully effective and enforceable.

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**14. Receipt and Acceptance.** The Participant acknowledges receipt of a copy of the Plan, the Certificate, this Agreement and the prospectus dated June 13, 2017 covering the Shares reserved for issuance under the Plan. The Participant has read and understands the terms of the Plan, the Certificate and this Agreement, and agrees to be bound by their terms and conditions. The Participant acknowledges that there may be adverse tax consequences on exercise of the Award or disposition of the Option Shares and that the Participant should consult a tax advisor before any exercise of the Award or disposition of the Option Shares.

STOCK OPTION EXERCISE NOTICE

Incentive Stock Option

Option Holder: \_\_\_\_\_

Nonqualified Stock Option

Date: \_\_\_\_\_

Cinemark Holdings, Inc.

\_\_\_\_\_

\_\_\_\_\_

[Attention: Chief Financial Officer]

[Ladies and Gentlemen]:

1. **Option.** I was granted an option (the "*Option*") to purchase shares of the common stock (the "*Option Shares*") of Cinemark Holdings, Inc. (the "*Company*"), under the Company's 2017 Omnibus Incentive Plan (the "*Plan*"), my Certificate of Stock Option Award (the "*Certificate*") and my Stock Option Award Agreement (the "*Award Agreement*") as follows:

Award Number: \_\_\_\_\_

Date of Grant of Award: \_\_\_\_\_

Number of Option Shares: \_\_\_\_\_

Exercise Price per Share: \$ \_\_\_\_\_

2. **Exercise of Option.** I hereby elect to exercise the Option to purchase the following number of Option Shares, all of which are vested in accordance with the Certificate and the Award Agreement:

Total Option Shares Purchased: \_\_\_\_\_

Net Exercise Price: \$ \_\_\_\_\_

(Option Shares Purchased  
x Exercise Price per Share)

3. **Payments.** I enclose payment in full of the Net Exercise Price for the Option Shares in the following form or forms, as authorized by the Award Agreement:

Cash: \$ \_\_\_\_\_

Check: \$ \_\_\_\_\_

Other: Contact Administrator

4. **Tax Withholding.** As a condition of exercise, I authorize payroll withholding and otherwise will make adequate provision for the federal, state, local and foreign tax withholding obligations of the Company, if any, in connection with my exercise of the Option in one or more of the following forms:

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Stock Option Exercise Notice and Agreement**

Cash: \$ \_\_\_\_\_  
Check: \$ \_\_\_\_\_  
Other: Contact Administrator

**5. Option Holder Information**

My address is: \_\_\_\_\_  
\_\_\_\_\_

My Social Security Number is: \_\_\_\_\_

**6. Notice of Disqualifying Disposition.** If the Option is an Incentive Stock Option, I agree that I will promptly notify [the \_\_\_\_\_ of] the Company if I transfer any of the Option Shares within *one year* from the date of exercise or within *two years* of the Option's Date of Grant.

**7. Acknowledgement.** I understand and agree that I am purchasing the Option Shares under the terms of the Plan, the Certificate and the Award Agreement, copies of which I have received and read carefully and understand and to all of which I hereby expressly assent. This agreement will inure to the benefit of and be binding on my heirs, executors, administrators, successors and assigns.

Signed,

\_\_\_\_\_  
(Signature)

Receipt of the above is hereby acknowledged.

Cinemark Holdings, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
PERFORMANCE STOCK AWARD CERTIFICATE**

THIS IS TO CERTIFY that Cinemark Holdings, Inc., a Delaware corporation (the “*Company*”), has granted you (the “*Participant*”) the right to receive Shares of Common Stock under its 2017 Omnibus Incentive Plan (the “*Plan*”), as follows:

Name of Participant: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Number of Shares: \_\_\_\_\_

Date of Grant: \_\_\_\_\_

Acceptance Expiration Date: 15 days after the Participant’s receipt of this Certificate and the attached Performance Stock Award Agreement

Performance Period:

Vesting Schedule:

**Performance Goals<sup>1</sup>**

**Performance Shares Vested**

By your signature and the signature of the Company’s representative below, you and the Company agree to be bound by all of the terms and conditions of the accompanying Performance Stock Award Agreement and the Plan (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Award rights granted under this Certificate and the related Performance Stock Award Agreement and to receive the Performance Shares (as defined in the Performance Stock Award Agreement) designated above subject to the terms of the Plan, this Certificate and the Performance Stock Award Agreement.

**Participant:**

**Cinemark Holdings, Inc.**

\_\_\_\_\_  
Name: \_\_\_\_\_, an individual

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup> Subject to certification of achievement by the Administrator.



**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
PERFORMANCE STOCK AWARD AGREEMENT**

This Performance Stock Award Agreement (this "**Agreement**"), is entered into on the Date of Grant, subject to the Participant's acceptance of the terms of the Agreement evidenced by the Participant's signature on the Performance Stock Award Certificate accompanying this Agreement (the "**Certificate**"), between Cinemark Holdings, Inc., a Delaware corporation (the "**Company**"), and the Participant named in the Certificate.

Under the Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan (the "**Plan**"), the Administrator has authorized the grant to the Participant of the right to receive Shares (the "**Award**"), under the terms and subject to the conditions set forth in this Agreement and the Plan. Capitalized terms not otherwise defined in the Agreement have the meanings ascribed to them in the Plan.

**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 Performance Stock Award is granted under the Plan for valid consideration provided to the Company by the Participant. By the Participant's execution of the Certificate, the Participant agrees to accept the Award rights granted under the Certificate and this Agreement and to receive the Performance Shares (defined below) designated in the Certificate subject to the terms of the Plan, the Certificate and this Agreement.

2. **Performance Stock Award.** The Company hereby awards and grants to the Participant, for valid consideration with a value in excess of the aggregate par value of the Common Stock awarded to the Participant, the number of Shares set forth in the Certificate, which are subject to the restrictions and conditions set forth in the Plan, the Certificate and in this Agreement (the "**Performance Shares**"). One or more stock certificates representing the number of Performance Shares specified in the Certificate will hereby be registered in the Participant's name (the "**Stock Certificate**"), but will be deposited and held in the custody of the Company for the Participant's account as provided in Section 4 hereof until such Performance Shares become vested and all restrictions thereon have lapsed. The Participant acknowledges and agrees that those Shares may be issued as a book entry with the Company's transfer agent and that no physical certificates need be issued for as long as such Shares remain subject to forfeiture and restrictions on transfer.

3. **Vesting.**

(a) Vesting Schedule. Subject to the Administrator's written certification pursuant to Section 8(d) of the Plan, the Performance Shares will vest and restrictions on transfer will lapse pursuant to the Vesting Schedule set forth in the Certificate, on condition that the Participant is still in Continuous Service at the end of the Performance Period.

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Performance Stock Award Agreement**

(b) Termination of Continuous Service.

(i) Except as otherwise provided in (x) a Service Agreement the terms of which have been approved by the Administrator (y) Section 3(b)(ii) of this Agreement or (z) the Plan, if the Participant ceases Continuous Service for any reason before the date of the Administrator's written certification, the Participant will immediately forfeit the Performance Shares that have not vested and as to which restrictions have not lapsed ("**Unvested Shares**"), and such Unvested Shares will be cancelled as outstanding Shares.

(ii) In the event that a Participant's Service to the Company or a Subsidiary is terminated because of Participant's death or Disability, the Participant or his estate or legal representative, as applicable, shall have the right to receive certificates for any outstanding Performance Shares which Performance Shares shall remain outstanding through the remainder of the applicable performance period (without regard to any continued employment requirement) and if or to the extent the performance provisions are attained shall become vested without regard to any continued employment requirement on a pro-rata basis based upon the percentage determined by dividing (i) the number of days from and including the grant date of such Performance Shares through the termination date of Participant's employment, by (ii) the number of days from and including the grant date to the end of the applicable performance period without regard to any continued employment requirement. The Company shall as promptly as practical deliver the certificates required to be delivered under this Section 3(b)(ii) to the Participant, his estate, or legal representative, as applicable.

(c) Restriction on Transfer of Unvested Shares. The Participant is not permitted to transfer, assign, grant a lien or security interest in, pledge, hypothecate, encumber, or otherwise dispose of any of the Unvested Shares, except as permitted by this Agreement.

**4. Deposit of the Unvested Shares.** The Unvested Shares shall remain on the books of the Company until they become vested, at which time such Performance Shares will no longer constitute Unvested Shares. If requested by the Company, the Participant shall execute and deliver to the Company, concurrently with the execution of this Agreement (or, if requested by the Company, from time to time thereafter during the Performance Period) blank stock powers for use in connection with the transfer to the Company or its designee of Unvested Shares that do not become vested. Upon the Administrator's certification of the Performance Goal achievement and subject to satisfaction of applicable tax withholding in accordance with Section 7, the Company will deliver to the Participant the Performance Shares that become vested on the lapse of the forfeiture and non-transferability restrictions thereon.

**5. Rights as a Stockholder, Dividends.** Subject to the terms of this Agreement, the Participant will have all the rights of a stockholder with respect to the Performance Shares, including the right to vote the Performance Shares and to receive any dividends thereon; provided that any dividends payable with respect to Unvested Shares will not be payable to the Participant until the Unvested Shares with respect to which the dividends were paid become vested and are no longer subject to forfeiture and restrictions on transfer. If the Unvested Shares are subsequently forfeited, dividends that relate to the forfeited Unvested Shares will automatically be forfeited.

6. **Compliance with Laws and Regulations.** The issuance and transfer of Common Stock is subject to the Company's and the Participant's full compliance, to the satisfaction of the Company and its counsel, with all applicable requirements of federal, state and foreign securities laws and with all applicable requirements of any securities exchange on which the Common Stock may be listed at the time of such issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Shares with the Securities and Exchange Commission, any state securities commission, foreign securities regulatory authority or any securities exchange to effect such compliance.

7. **Tax Withholding**

(a) As a condition to the release of Performance Shares upon lapse of restrictions on transfer, no later than the first to occur of (i) the date as of which all or any of the Performance Shares vest and the restrictions on their transfer lapse or (ii) the date required by Section 7(b), the Participant must pay to the Company any federal, state or local taxes required by law to be withheld with respect to the Performance Shares that vest. In addition to the Company's right to withhold from any compensation paid to the Participant by the Company, the Participant may provide for payment of withholding taxes in full by cash or check or, if the Administrator permits, by one or more of the alternative methods of payment set forth in the Plan.

(b) The Participant may elect, within 30 days of the Date of Grant, to include in gross income for federal income tax purposes under Section 83(b) of the Code, an amount equal to the aggregate Fair Market Value on the Date of Grant of the Performance Shares. In connection with any such election, the Participant must promptly provide the Company with a copy of the election as filed with the Internal Revenue Service and pay to the Company, or make such other arrangements satisfactory to the Administrator to pay to the Company based on the Fair Market Value of the Performance Shares on the Date of Grant, any federal, state or local taxes required by law to be withheld with respect to the Performance Shares at the time of the election. If the Participant fails to make such payments, the Company will have the right to deduct from any payment of any kind otherwise due to Participant, to the extent permitted by law, any federal, state or local taxes required to be withheld with respect to the Performance Shares.

8. **No Right to Continued Service.** Nothing in this Agreement or in the Plan imposes or may be deemed to impose, by implication or otherwise, any limitation on any right of the Company or its Affiliates to terminate the Participant's Continuous Service at any time.

9. **Representations and Warranties of Participant.** The Participant represents and warrants to the Company as follows:

(a) **Acknowledgment and Agreement to Terms of the Plan.** The Participant acknowledges receipt of a copy of the Plan, the Certificate, this Agreement and the prospectus dated June 13, 2017 covering the Shares reserved for issuance under the Plan. The Participant has read and understands the terms of the Plan, the Certificate and this Agreement, and agrees to be bound by their terms and conditions. The Participant acknowledges that there may be adverse tax consequences on the vesting of Performance Shares or disposition of the Shares once vested, and that the Participant should consult a tax advisor before such time.

(b) **Stock Ownership.** The Participant is the record and beneficial owner of the Performance Shares with full right and power to transfer the Unvested Shares to the Company free and clear of any liens, claims or encumbrances and the Participant understands that the Stock Certificates evidencing the Performance Shares will bear a legend referencing this Agreement.

(c) **Rule 144.** The Participant understands that Rule 144 issued under the Securities Act may indefinitely restrict transfer of the Common Stock if the Participant is an “affiliate” of the Company (as defined in Rule 144), or for up to one year if “current public information” about the Company (as defined in Rule 144) is not publicly available regardless of whether the Participant is an affiliate of the Company.

(d) **Compliance with Securities Laws.** The Participant understands and acknowledges that, notwithstanding any other provision of the Agreement to the contrary, the vesting and holding of the Performance Shares is expressly conditioned on compliance with the Securities Act and all applicable federal, state, and foreign securities laws. The Participant agrees to cooperate with the Company to ensure compliance with such laws.

10. **Capitalization Adjustments.** If, as a result of any capitalization adjustment under the Plan, the Participant becomes entitled to receive any additional Shares or other securities (“*Additional Securities*”) in respect of the Unvested Shares, the Additional Securities will be Unvested Shares, and the total number of Unvested Shares will be equal to the sum of (i) the initial Unvested Shares and (ii) the number of Additional Securities issued or issuable in respect of the initial Unvested Shares and any Additional Securities previously issued to the Participant.

#### 11. Restrictive Legends and Stop-Transfer Orders

(a) **Legends.** To the extent that a Stock Certificate or Certificates representing Unvested Shares is issued in physical form rather than through book entry with the Company’s transfer agent, the Participant understands and agrees that the Company will place the legends set forth below or similar legends on any Stock Certificate evidencing the Common Stock, together with any other legends that may be required by federal, state, or foreign securities laws, the Company’s articles of incorporation or bylaws, any other agreement between the Participant and the Company, or any agreement between the Participant and any third party:

**THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, AS SET FORTH IN A PERFORMANCE STOCK AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES. SUCH PUBLIC RESALE AND TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.**

The Company will remove the above legend at such time as the Shares in question are no longer subject to restrictions on public resale and transfer pursuant to this Agreement. Any legends required by applicable federal, state or foreign securities laws will be removed at such time as such legends are no longer required.

(b) **Stop-Transfer Instructions.** 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 Common Stock, 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 Performance Shares that have been sold or otherwise transferred in violation 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. General Terms

(a) **Interpretation.** Any dispute regarding the interpretation of this Agreement must be submitted by the Participant or the Company to the Administrator for review. The Administrator's resolution of such dispute will be final and binding on the Company and the Participant.

(b) **Entire Agreement.** The Plan and the Certificate are incorporated in this Agreement by reference, and the Participant hereby acknowledges that a copy of each has been made available to the Participant. This Agreement, the Certificate and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. In the event of a conflict or inconsistency between the terms and conditions of this Agreement, the Certificate and the Plan, the Plan will govern.

(c) **Modification.** The Agreement may be modified only in writing signed by both parties.

(d) **Notices.** Any notice required under this Agreement to be delivered to the Company must 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 the Participant must be in writing and addressed to the Participant at the address indicated on the Certificate or to such other address as the Participant designates in writing to the Company. All notices will be deemed to have been delivered: (i) on personal delivery, (ii) five days after deposit in the United States mail by certified or registered mail (return receipt requested), (iii) two business days after deposit with any return receipt express courier (prepaid) or (iv) one business day after transmission by fax or email.

(e) **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement will be binding on and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement is binding on the Participant and the Participant's heirs, executors, administrators, legal representatives, successors and assigns.

(f) **Governing Law.** This Agreement will 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.

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK AWARD CERTIFICATE**

THIS IS TO CERTIFY that Cinemark Holdings, Inc., a Delaware corporation (the “*Company*”), has granted you (the “*Participant*”) the right to receive Shares of Common Stock under its 2017 Omnibus Incentive Plan (the “*Plan*”), as follows:

Name of Participant: \_\_\_\_\_  
 Address of Participant: \_\_\_\_\_  
 \_\_\_\_\_  
 Number of Shares: \_\_\_\_\_  
 Date of Grant: \_\_\_\_\_  
 Acceptance Expiration Date: 15 days after the Participant’s receipt of this Certificate and the related Restricted Stock Award Agreement  
 Vesting Commencement Date: \_\_\_\_\_  
 Vesting Schedule: \_\_\_\_\_

	<u>Vesting Date</u>	<u>Percentage of Shares Vested</u>
--	-------------------------	--

By your signature and the signature of the Company’s representative below, you and the Company agree to be bound by all of the terms and conditions of the accompanying Restricted Stock Award Agreement and the Plan (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Restricted Stock rights granted under this Certificate and the related Restricted Stock Award Agreement and to receive the shares of Restricted Stock designated above subject to the terms of the Plan, this Certificate and the Award Agreement.

**Participant:**

\_\_\_\_\_  
 Name: \_\_\_\_\_, an individual  
 Dated: \_\_\_\_\_

**Cinemark Holdings, Inc.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Restricted Stock Award Certificate**

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK AWARD AGREEMENT**

This Restricted Stock Award Agreement (the “*Agreement*”), is entered into on the Date of Grant, subject to the Participant’s acceptance of the terms of the Agreement evidenced by the Participant’s signature on the Restricted Stock Award Certificate accompanying this Agreement (the “*Certificate*”), by and between Cinemark Holdings, Inc., a Delaware corporation (the “*Company*”), and the Participant named in the Certificate.

Under the Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan (the “*Plan*”), the Administrator has authorized the grant to the Participant of the right to receive Shares (the “*Award*”), under the terms and subject to the conditions set forth in this Agreement and the Plan. Capitalized terms not otherwise defined in the Agreement have the meanings ascribed to them in the Plan.

**NOW, THEREFORE**, in consideration of the premises and the benefits to be derived from the mutual observance of the covenants and promises contained in this Agreement 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 granted under the Plan for valid consideration provided to the Company by the Participant. By the Participant’s execution of the Certificate, the Participant agrees to accept the Restricted Stock Award rights granted under the Certificate and this Agreement and to receive the shares of Restricted Stock of the Company designated in the Certificate subject to the terms of the Plan, the Certificate and this Agreement.

2. **Restricted Stock Award.** The Company hereby awards and grants to the Participant, for valid consideration with a value in excess of the aggregate par value of the Common Stock awarded to the Participant, the number of Shares set forth in the Certificate, which are subject to the restrictions and conditions set forth in the Plan, the Certificate and in this Agreement (the “*Restricted Shares*”). One or more stock certificates representing the number of Shares specified in the Certificate will hereby be registered in the Participant’s name (the “*Stock Certificate*”), but will be deposited and held in the custody of the Company for the Participant’s account as provided in Section 4 hereof until such Restricted Shares become vested and all restrictions thereon have lapsed. The Participant acknowledges and agrees that those Shares may be issued as a book entry with the Company’s transfer agent and that no physical certificates need be issued for as long as such Shares remain subject to forfeiture and restrictions on transfer.

3. **Vesting.**

(a) Vesting Schedule. The Restricted Shares will vest and restrictions on transfer will lapse under the Vesting Schedule set forth in the Certificate, on condition that the Participant is still then in Continuous Service.

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Restricted Stock Award Agreement**

(b) Termination of Continuous Service.

(i) Except as otherwise provided in (x) a Service Agreement the terms of which have been approved by the Administrator (y) Section 3(b)(ii) of this Agreement or (z) the Plan, if the Participant ceases Continuous Service for any reason the Participant will immediately forfeit the Restricted Shares standing in the name of the Participant on the books of the Company that have not vested and as to which restrictions have not lapsed ("*Unvested Shares*") and such Unvested Shares will be cancelled as outstanding Shares.

(ii) In the event that a Participant's Continuous Service to the Company or a Subsidiary is terminated because of Participant's death or Disability, the Participant or his estate or legal representative, as applicable, shall have the right to receive certificates for (x) all Restricted Shares for which the restrictions have lapsed in accordance with the Plan and for which certificates have not previously been delivered by the Company as of the date of termination, and (y) Restricted Shares for which the restrictions have not lapsed shall vest on a pro-rata basis based on the percentage determined by dividing (i) the number of days from and including the grant date of such Restricted Shares through the termination of Participant's employment by death or Disability, by (ii) the number of days from and including the grant date of such Restricted Shares to the full vesting date of such Restricted Shares. The Company shall as promptly as practical deliver the certificates required to be delivered under this Section 3(b)(ii) to the Participant, his estate, or legal representative, as applicable.

(c) Restriction on Transfer of Unvested Shares. The Participant is not permitted to transfer, assign, grant a lien or security interest in, pledge, hypothecate, encumber or otherwise dispose of any of the Unvested Shares, except as permitted by this Agreement.

**4. Deposit of the Unvested Shares.** The Unvested Shares shall remain on the books of the Company until they become vested, at which time such vested Restricted Shares will no longer constitute Unvested Shares. If requested by the Company, the Participant shall execute and deliver to the Company, concurrently with the execution of this Agreement (or, if requested by the Company, from time to time thereafter during the Restricted Period) blank stock powers for use in connection with the transfer to the Company or its designee of Unvested Shares that do not become vested. Subject to satisfaction of applicable tax withholding in accordance with Section 7, the Company will deliver to the Participant the Shares that become vested on the lapse of the forfeiture and non-transferability restrictions thereon.

**5. Rights as a Stockholder, Dividends.** Subject to the terms of this Agreement, the Participant will have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and to receive any dividends thereon.

**6. Compliance with Laws and Regulations.** The issuance and transfer of Common Stock is subject to the Company's and the Participant's full compliance, to the satisfaction of the Company and its counsel, with all applicable requirements of federal, state and foreign securities laws and with all applicable requirements of any securities exchange on which the Common Stock may be listed at the time of such issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Shares with the Securities and Exchange Commission, any state securities commission, foreign securities regulatory authority or any securities exchange to effect such compliance.



## 7. Tax Withholding

(a) As a condition to the release of Shares upon lapse of restrictions on transfer, no later than the first to occur of (i) the date as of which all or any of the Restricted Shares vest and the restrictions on their transfer lapse or (ii) the date required by Section 8(b), the Participant must pay to the Company any federal, state or local taxes required by law to be withheld with respect to the Restricted Shares that vest. In addition to the Company's right to withhold from any compensation paid to the Participant by the Company, the Participant may provide for payment of withholding taxes in full by cash or check or, if the Administrator permits, by one or more of the alternative methods of payment set forth in the Plan.

(b) The Participant may elect, within 30 days of the Date of Grant, to include in gross income for federal income tax purposes under Section 83(b) of the Code, an amount equal to the aggregate Fair Market Value on the Date of Grant of the Restricted Shares (less the amount, if any, paid by the Participant (other than by prior or future services) for the Restricted Shares). In connection with any such election, the Participant must promptly provide the Company with a copy of the election as filed with the Internal Revenue Service and pay to the Company, or make such other arrangements satisfactory to the Administrator to pay to the Company based on the Fair Market Value of the Restricted Shares on the Date of Grant, any federal, state or local taxes required by law to be withheld with respect to the Restricted Shares at the time of the election. If the Participant fails to make such payments, the Company will have the right to deduct from any payment of any kind otherwise due to Participant, to the extent permitted by law, any federal, state or local taxes required to be withheld with respect to the Restricted Shares.

8. **No Right to Continued Service.** Nothing in this Agreement or in the Plan imposes or may be deemed to impose, by implication or otherwise, any limitation on any right of the Company or its Affiliates to terminate the Participant's Continuous Service at any time.

9. **Representations and Warranties of the Participant.** The Participant represents and warrants to the Company as follows:

(a) **Acknowledgment and Agreement to Terms of the Plan.** The Participant acknowledges receipt of a copy of the Plan, the Certificate, this Agreement and the prospectus dated June 13, 2017 covering the Shares reserved for issuance under the Plan. The Participant has read and understands the terms of the Plan, the Certificate and this Agreement, and agrees to be bound by their terms and conditions. The Participant acknowledges that there may be adverse tax consequences on the vesting of Restricted Shares or disposition of the Shares once vested, and that the Participant should consult a tax advisor before such time.

(b) **Stock Ownership.** The Participant is the record and beneficial owner of the Restricted Shares with full right and power to transfer the Unvested Shares to the Company free and clear of any liens, claims or encumbrances and the Participant understands that the Stock Certificates evidencing the Restricted Shares will bear a legend referencing this Agreement.

(c) **Rule 144.** The Participant understands that Rule 144 issued under the Securities Act may indefinitely restrict transfer of the Common Stock if the Participant is an “affiliate” of the Company (as defined in Rule 144), or for up to one year if “current public information” about the Company (as defined in Rule 144) is not publicly available regardless of whether the Participant is an affiliate of the Company.

10. **Compliance with Securities Laws.** The Participant understands and acknowledges that, notwithstanding any other provision of the Agreement to the contrary, the vesting and holding of the Restricted Shares is expressly conditioned on compliance with the Securities Act and all applicable federal, state and foreign securities laws. The Participant agrees to cooperate with the Company to ensure compliance with such laws.

11. **Capitalization Adjustments.** If, as a result of any capitalization adjustment under the Plan, the Participant becomes entitled to receive additional Shares or other securities (“*Additional Securities*”) in respect of the Unvested Shares, the Additional Securities will be Unvested Shares, and the total number of Unvested Shares will be equal to the sum of (i) the initial Unvested Shares and (ii) the number of Additional Securities issued or issuable in respect of the initial Unvested Shares and any Additional Securities previously issued to the Participant.

12. **Restrictive Legends and Stop-Transfer Orders**

(a) **Legends.** To the extent that a Stock Certificate or Certificates representing Unvested Shares is issued in physical form rather than through book entry with the Company’s transfer agent, the Participant understands and agrees that the Company will place the legends set forth below or similar legends on any Stock Certificate evidencing the Common Stock, together with any other legends that may be required by federal, state or foreign securities laws, the Company’s articles of incorporation or bylaws, any other agreement between the Participant and the Company or any agreement between the Participant and any third party:

**THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON PUBLIC RESALE AND TRANSFER, AS SET FORTH IN A RESTRICTED STOCK AWARD AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES. SUCH PUBLIC RESALE AND TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.**

The Company will remove the above legend at such time as the Shares in question are no longer subject to restrictions on public resale and transfer under this Agreement. Any legends required by applicable federal, state or foreign securities laws will be removed at such time as such legends are no longer required.

(b) **Stop-Transfer Instructions.** 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 Common Stock, it may make appropriate notations to the same effect in its own records.

(c) **Refusal to Transfer.** The Company will not be required (iii) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of this Agreement; or (iv) to treat as owner of the Restricted Shares, or to accord the right to vote or pay dividends to, any purchaser or other transferee to whom the Restricted Shares have been transferred.

### 13. General Terms

(a) **Interpretation.** Any dispute regarding the interpretation of this Agreement must be submitted by the Participant or the Company to the Administrator for review. The Administrator's resolution of such dispute will be final and binding on the Company and the Participant.

(b) **Entire Agreement.** The Plan and the Certificate are incorporated in this Agreement by reference, and the Participant hereby acknowledges that a copy of each has been made available to the Participant. This Agreement, the Certificate and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. In the event of a conflict or inconsistency between the terms and conditions of this Agreement, the Certificate and the Plan, the Plan will govern.

(c) **Modification.** The Agreement may be modified only in writing signed by both parties.

(d) **Notices.** Any notice required under this Agreement to be delivered to the Company must 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 the Participant must be in writing and addressed to the Participant at the address indicated on the Certificate or to such other address as the Participant designates in writing to the Company. All notices will be deemed to have been delivered: (v) on personal delivery, (vi) five days after deposit in the United States mail by certified or registered mail (return receipt requested), (vii) two business days after deposit with any return receipt express courier (prepaid) or (viii) one business day after transmission by fax or email.

(e) **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement will be binding on and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement is binding on the Participant and the Participant's heirs, executors, administrators, legal representatives, successors and assigns.

(f) **Governing Law.** This Agreement will 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.

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
PERFORMANCE STOCK UNIT AWARD CERTIFICATE**

THIS IS TO CERTIFY that Cinemark Holdings, Inc., a Delaware corporation (the "*Company*"), has granted you (the "*Participant*") hypothetical units of Common Stock ("*Performance Stock Units*") under the Company's 2017 Omnibus Incentive Plan (the "*Plan*"), as follows:

Name of Participant: \_\_\_\_\_  
Address of Participant: \_\_\_\_\_  
\_\_\_\_\_  
Number of Performance Stock Units: \_\_\_\_\_  
Date of Grant: \_\_\_\_\_  
Performance Period: \_\_\_\_\_  
Performance Goals and Vesting Schedule: \_\_\_\_\_

**Performance Goals<sup>1</sup>**

**Units That May Vest**

Performance Stock Units that vest on attainment of performance goals are further subject to service-based vesting and will become fully vested on [DATE], subject to Participant's Continuous Service.

By your signature and the signature of the Company's representative below, you and the Company agree to be bound by all of the terms and conditions of the accompanying Performance Stock Unit Award Agreement and the Plan (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Performance Stock Unit rights granted under this Certificate and the related Performance Stock Unit Award Agreement and to receive the Performance Stock Units designated above subject to the terms of the Plan, this Certificate and the Award Agreement.

**Participant:**

**Cinemark Holdings, Inc.**

\_\_\_\_\_  
Name: \_\_\_\_\_, an individual

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

<sup>1</sup> Subject to certification of achievement by the Administrator.

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN**

**PERFORMANCE STOCK UNIT AWARD AGREEMENT**

This Performance Stock Unit Award Agreement (the “*Agreement*”), is entered into on the Date of Grant, subject to the Participant’s acceptance of the terms of the Agreement evidenced by the Participant’s signature on the Performance Stock Unit Award Certificate accompanying this Agreement (the “*Certificate*”), by and between Cinemark Holdings, Inc., a Delaware corporation (the “*Company*”), and the Participant named in the Certificate.

Under the Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan (the “*Plan*”), the Administrator has authorized the grant to the Participant of the number of Performance Stock Units set forth in the Certificate (the “*Award*”), under the terms and subject to the conditions set forth in this Agreement, the Certificate and the Plan. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Plan.

**NOW, THEREFORE**, in consideration of the premises and the benefits to be derived from the mutual observance of the covenants and promises contained in this Agreement 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 granted under the Plan for valid consideration provided to the Company by the Participant. By the Participant’s execution of the Certificate, the Participant agrees to accept the Award rights granted under the Certificate and this Agreement and to receive the Performance Stock Units designated in the Certificate subject to the terms of the Plan, the Certificate and this Agreement.

**2. Performance Stock Units Awarded.** The Company hereby awards and grants to the Participant the number of Performance Stock Units set forth in the Certificate. Each Performance Stock Unit represents a right to receive one Share (or the cash equivalent) from the Company and any Dividend Equivalents (as defined below) credited to the Participant’s Performance Stock Unit Account (as defined below) with respect to that Share upon vesting of the Performance Stock Unit as provided in Section 3 below. Vested Performance Stock Units will be settled as provided in Section 5 below. The Company will, in accordance with the Plan, establish and maintain an account (the “*Performance Stock Unit Account*”) for the Participant and will credit that account for the number of Performance Stock Units granted to the Participant and any Dividend Equivalents as provided in Section 4 below. The value of each Performance Stock Unit on any given date will equal the Fair Market Value of one Share on that date.

**3. Vesting.**

(a) Vesting Schedule. Subject to the Administrator’s written certification pursuant to Section 8(d) of the Plan, the Performance Stock Units will vest pursuant to the Vesting Schedule set forth in the Certificate, on condition that the Participant is still in Continuous Service at the end of the Performance Period.

(b) Termination of Continuous Service.

(i) Except as otherwise provided in (x) a Service Agreement the terms of which have been approved by the Administrator (y) Section 3(b)(ii) of this Agreement or (z) the Plan, if the Participant ceases Continuous Service for any reason before the date of the Administrator's written certification, the Participant will immediately forfeit the Performance Stock Units and any Dividend Equivalents credited to the Performance Stock Unit Account.

(ii) In the event that a Participant's Service to the Company or a Subsidiary is terminated because of Participant's death or Disability, the Participant or his estate or legal representative, as applicable, shall have the right to receive certificates for any outstanding Award which Award shall remain outstanding through the remainder of the applicable performance period (without regard to any continued employment requirement) and if or to the extent the performance provisions are attained shall become vested without regard to any continued employment requirement on a pro-rata basis based upon the percentage determined by dividing (i) the number of days from and including the grant date of such Award through the termination date of Participant's employment, by (ii) the number of days from and including the grant date to the end of the applicable performance period without regard to any continued employment requirement. The Company shall as promptly as practical deliver the certificates required to be delivered under this Section 3(b)(ii) to the Participant, his estate, or legal representative, as applicable.

**4. Dividend Equivalents.** If the Company pays any cash dividend on its outstanding Common Stock for which the record date occurs after the Date of Grant, the Administrator will credit the Performance Stock Unit Account as of the dividend payment date in an amount equal to the amount of the dividend paid by the Company on a single Share multiplied by the number of Performance Stock Units under this Agreement that are unvested as of that record date ("**Dividend Equivalents**"). Dividend Equivalents will be subject to the vesting requirements of Section 3 of this Agreement. No Dividend Equivalent will vest or be paid to the Participant unless and until the corresponding Performance Stock Unit vests and is settled.

**5. Settlement.** The Company will settle the Award on the Settlement Date or Dates set forth in the Certificate by issuing to the Participant one Share for each Performance Stock Unit that has satisfied all vesting requirements on that Settlement Date and cash in the amount of any Dividend Equivalents credited to the Performance Stock Unit Account with respect to that Share. Upon settlement, the Performance Stock Units and related Dividend Equivalents will cease to be credited to the Performance Stock Unit Account. If the Certificate does not specify a Settlement Date, the applicable Settlement Date will be each vesting date set forth in the Vesting Schedule. Subject to the satisfaction of the withholding provisions in Section 8 below, the Administrator will cause a stock certificate to be delivered on the applicable Settlement Date to the Participant with respect to the Shares issued on that Settlement Date and cash in the amount of any Dividend Equivalents credited to the Performance Stock Unit Account with respect to such Shares, free of all restrictions hereunder, except for applicable federal securities laws restrictions, and will enter the Participant's name as stockholder of record with respect to such Shares on the books of the Company. The Participant acknowledges and agrees that Shares may be issued in electronic form as a book entry with the Company's transfer agent and no physical certificates need be issued.

6. **Restrictions on Transfer.** Until the applicable Settlement Date, the Performance Stock Units and any related Dividend Equivalents credited to the Performance Stock Unit Account may not be pledged, hypothecated or transferred in any manner other than by will or by the applicable laws of descent and distribution, or if approved in writing by the Administrator, by gift or domestic relations order to a Permitted Transferee, provided that the Performance Stock Units and any related Dividend Equivalents credited to the Performance Stock Unit Account will remain subject to the terms of the Plan, the Certificate and this Agreement.

7. **Compliance with Laws and Regulations.** The issuance and transfer of Common Stock on any Settlement Date is subject to the Company's and the Participant's full compliance, to the satisfaction of the Company and its counsel, with all applicable requirements of federal, state and foreign securities laws and with all applicable requirements of any securities exchange on which the Common Stock may be listed at the time of issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Shares with the Securities and Exchange Commission, any state securities commission, foreign securities regulatory authority or any securities exchange to effect such compliance.

8. **Tax Withholding.** As a condition to the settlement under Section 5 above, on or before the date on which any portion of the Performance Stock Units vest the Participant must pay to the Company any federal, state or local taxes required by law to be withheld with respect to the Performance Stock Units and any Dividend Equivalents then credited to the Performance Stock Unit Account that vest. In addition to the Company's right to withhold from any compensation paid to the Participant by the Company, the Participant may provide for payment of withholding taxes in full by cash or check or, if the Administrator permits, by one or more of the alternative methods of payment set forth in the Plan.

9. **No Right to Continued Service.** Nothing in this Agreement or in the Plan imposes or may be deemed to impose, by implication or otherwise, any limitation on any right of the Company or its Affiliates to terminate the Participant's Continuous Service at any time.

10. **Representations and Warranties of the Participant.** The Participant represents and warrants to the Company as follows:

(a) **Acknowledgement and Agreement to Terms of the Plan** The Participant acknowledges receipt of a copy of the Plan, the Certificate, this Agreement and the prospectus dated June 13, 2017 covering the Shares reserved for issuance under the Plan. The Participant has read and understands the terms of the Plan, the Certificate and this Agreement and agrees to be bound by their terms and conditions. The Participant acknowledges that there may be adverse tax consequences on the vesting and settlement of the Affiliates Stock Units and any Dividend Equivalents or disposition of any Shares received on settlement of Affiliates Stock Units, and that the Participant should consult a tax advisor before such time. The Participant agrees to sign such additional documentation as the Company may reasonably require from time to time.

(b) **Compliance with Securities Laws.** The Participant understands and acknowledges that, notwithstanding any other provision of the Agreement to the contrary, the issuance and holding of Shares is expressly conditioned on compliance with the Securities Act and all applicable federal, state and foreign securities laws. The Participant agrees to cooperate with the Company to ensure compliance with such laws.

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11. **No Interest in Company Assets.** All amounts credited to the Participant's Performance Stock Unit Account under this Agreement will continue for all purposes to be part of the general assets of the Company. The Participant's interest in the Performance Stock Unit Account will make the Participant only a general, unsecured creditor of the Company.

12. **No Stockholder Rights before Issuance.** The Participant will have no right, title or interest in, nor be entitled to vote or to receive distributions in respect of, nor otherwise be considered the owner of, any of the Shares covered by the Performance Stock Units until the Shares are issued in accordance with Section 5 hereof.

13. **General Terms**

(a) **Interpretation.** Any dispute regarding the interpretation of this Agreement must be submitted by the Participant or the Company to the Administrator for review. The Administrator's resolution of such dispute will be final and binding on the Company and the Participant.

(b) **Entire Agreement.** The Plan and the Certificate are incorporated into this Agreement by reference, and the Participant hereby acknowledges that a copy of each has been made available to the Participant. This Agreement, the Certificate and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. In the event of a conflict or inconsistency between the terms and conditions of this Agreement, the Certificate and the Plan, the Plan will govern.

(c) **Modification.** This Agreement may be modified only in writing signed by both parties.

(a) **Notices.** Any notice required under this Agreement to be delivered to the Company must 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 the Participant must be in writing and addressed to the Participant at the address indicated on the Certificate or to such other address as the Participant designates in writing to the Company. All notices will be deemed to have been delivered: (i) on personal delivery, (ii) five days after deposit in the United States mail by certified or registered mail (return receipt requested), (iii) two business days after deposit with any return receipt express courier (prepaid) or (iv) one business day after transmission by fax or email.

(d) **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement will be binding on and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement is binding on the Participant and the Participant's heirs, executors, administrators, legal representatives, successors and assigns.



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(e) **Governing Law.** This Agreement is governed by and to be 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 that provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD CERTIFICATE**

THIS IS TO CERTIFY that Cinemark Holdings, Inc., a Delaware corporation (the "*Company*"), has granted you (the "*Participant*") hypothetical units of Common Stock ("*Restricted Stock Units*") under the Company's 2017 Omnibus Incentive Plan (the "*Plan*"), as follows:

Name of the Participant: \_\_\_\_\_  
 Address of the Participant: \_\_\_\_\_  
 \_\_\_\_\_  
 Number of Restricted Stock Units: \_\_\_\_\_  
 Date of Grant: \_\_\_\_\_  
 Vesting Commencement Date: \_\_\_\_\_  
 Settlement Date: \_\_\_\_\_

Vesting Schedule:	<u>Anniversary of Vesting Commencement Date</u>	<u>Percentage of Vested Shares</u>
		%
		%
		%
		%

By your signature and the signature of the Company's representative below, you and the Company agree to be bound by all of the terms and conditions of the accompanying Restricted Stock Unit Award Agreement and the Plan (both incorporated herein by this reference as if set forth in full in this document). By executing this Certificate, you hereby irrevocably elect to accept the Restricted Stock Unit rights granted under this Certificate and the related Restricted Stock Unit Award Agreement and to receive the Restricted Stock Units designated above subject to the terms of the Plan, this Certificate and the Award Agreement.

**Participant:**  
 \_\_\_\_\_  
 Name: \_\_\_\_\_, an individual  
 Dated: \_\_\_\_\_

**Cinemark Holdings, Inc.**  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Restricted Stock Unit Award Certificate**

**CINEMARK HOLDINGS, INC.  
2017 OMNIBUS INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Restricted Stock Unit Award Agreement (the "**Agreement**"), is entered into on the Date of Grant, subject to the Participant's acceptance of the terms of the Agreement evidenced by the Participant's signature on the Restricted Stock Unit Award Certificate accompanying this Agreement (the "**Certificate**"), by and between Cinemark Holdings, Inc., a Delaware corporation (the "**Company**"), and the Participant named in the Certificate.

Under the Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan (the "**Plan**"), the Administrator has authorized the grant to the Participant of the number of Restricted Stock Units set forth in the Certificate (the "**Award**"), under the terms and subject to the conditions set forth in this Agreement, the Certificate and the Plan. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Plan.

**NOW, THEREFORE**, in consideration of the premises and the benefits to be derived from the mutual observance of the covenants and promises contained in this Agreement 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 granted under the Plan for valid consideration provided to the Company by the Participant. By the Participant's execution of the Certificate, the Participant agrees to accept the Award rights granted under the Certificate and this Agreement and to receive the Restricted Stock Units designated in the Certificate subject to the terms of the Plan, the Certificate and this Agreement.

2. **Restricted Stock Units Awarded.** The Company hereby awards and grants to the Participant the number of Restricted Stock Units set forth in the Certificate. Each Restricted Stock Unit represents a right to receive one Share (or the cash equivalent) from the Company and any Dividend Equivalents (as defined below) credited to the Participant's Restricted Stock Unit Account (as defined below) with respect to that Share upon vesting of the Restricted Stock Unit as provided in Section 3 below. Vested Restricted Stock Units will be settled as provided in Section 5 below. The Company will, in accordance with the Plan, establish and maintain an account (the "**Restricted Stock Unit Account**") for the Participant and will credit that account for the number of Restricted Stock Units granted to the Participant and any Dividend Equivalents as provided in Section 4 below. The value of each Restricted Stock Unit on any given date will equal the Fair Market Value of one Share on that date.

3. **Vesting.**

(a) Vesting Schedule. The Restricted Stock Units will vest under the Vesting Schedule set forth in the Certificate, on condition that the Participant is still then in Continuous Service.

(b) Termination of Continuous Service.

**Cinemark Holdings, Inc. 2017 Omnibus Incentive Plan  
Restricted Stock Unit Award Agreement**

(b) Termination of Continuous Service.

(i) Except as otherwise provided in (x) the Plan, (y) a Service Agreement the terms of which have been approved by the Administrator or (2) as provided for in Section 3(b)(ii) of this Agreement, if the Participant ceases Continuous Service for any reason the Participant will immediately forfeit the unvested Restricted Stock Units and any Dividend Equivalents credited to the Restricted Stock Unit Account.

(ii) In the event that a Participant's Service to the Company or a Subsidiary is terminated because of Participant's death or Disability, the Participant or his estate or legal representative, as applicable, shall have the right to receive certificates for (x) all Restricted Stock Units for which the restrictions have lapsed in accordance with the Plan and the applicable Award Agreement and for which certificates have not previously been delivered by the Company as of the date of termination, and (y) Restricted Stock Units which shall vest on a pro-rata basis based on the percentage determined by dividing (i) the number of days from and including the date of grant of such Restricted Shares or Restricted Stock Units through the termination of Participant's employment by death or Disability, by (ii) the number of days from the grant date of such Restricted Shares or Restricted Stock Units to the full vesting date of such Restricted Shares or Restricted Stock Units. The Company shall as promptly as practical deliver the certificates required to be delivered under this Section 3(b)(ii) to the Participant, his estate, or legal representative, as applicable.

**4. Dividend Equivalents.** If the Company pays any cash dividend on its outstanding Common Stock for which the record date occurs after the Date of Grant, the Administrator will credit the Restricted Stock Unit Account as of the dividend payment date in an amount equal to the amount of the dividend paid by the Company on a single Share multiplied by the number of Restricted Stock Units under this Agreement that are unvested as of that record date ("**Dividend Equivalents**"). Dividend Equivalents will be subject to the vesting requirements of Section 3 of this Agreement. No Dividend Equivalent will vest or be paid to the Participant unless and until the corresponding Restricted Stock Unit vests and is settled.

**5. Settlement.** The Company will settle the Award on the Settlement Date or Dates set forth in the Certificate by issuing to the Participant one Share for each Restricted Stock Unit that has satisfied all vesting requirements on that Settlement Date and cash in the amount of any Dividend Equivalents credited to the Restricted Stock Unit Account with respect to that Share. Upon settlement, the Restricted Stock Units and related Dividend Equivalents will cease to be credited to the Restricted Stock Unit Account. If the Certificate does not specify a Settlement Date, the applicable Settlement Date will be each vesting date set forth in the Vesting Schedule. Subject to the satisfaction of the withholding provisions in Section 8 below, the Administrator will cause a stock certificate to be delivered on the applicable Settlement Date to the Participant with respect to the Shares issued on that Settlement Date and cash in the amount of any Dividend Equivalents credited to the Restricted Stock Unit Account with respect to such Shares, free of all restrictions hereunder, except for applicable federal securities laws restrictions, and will enter the Participant's name as stockholder of record with respect to such Shares on the books of the Company. The Participant acknowledges and agrees that Shares may be issued in electronic form as a book entry with the Company's transfer agent and no physical certificates need be issued.

6. **Restrictions on Transfer.** Until the applicable Settlement Date, the Restricted Stock Units and any related Dividend Equivalents credited to the Restricted Stock Unit Account may not be pledged, hypothecated or transferred in any manner other than by will or by the applicable laws of descent and distribution, or if approved in writing by the Administrator, by gift or domestic relations order to a Permitted Transferee, provided that the Restricted Stock Units and any related Dividend Equivalents credited to the Restricted Stock Unit Account will remain subject to the terms of the Plan, the Certificate and this Agreement.

7. **Compliance with Laws and Regulations.** The issuance and transfer of Common Stock on any Settlement Date is subject to the Company's and the Participant's full compliance, to the satisfaction of the Company and its counsel, with all applicable requirements of federal, state and foreign securities laws and with all applicable requirements of any securities exchange on which the Common Stock may be listed at the time of issuance or transfer. The Participant understands that the Company is under no obligation to register or qualify the Shares with the Securities and Exchange Commission, any state securities commission, foreign securities regulatory authority or any securities exchange to effect such compliance.

8. **Tax Withholding.** As a condition to settlement under Section 5 above, on or before the date on which any portion of the Restricted Stock Units vest the Participant must pay to the Company any federal, state or local taxes required by law to be withheld with respect to the Restricted Stock Units and any Dividend Equivalents then credited to the Restricted Stock Unit Account that vest. In addition to the Company's right to withhold from any compensation paid to the Participant by the Company, the Participant may provide for payment of withholding taxes in full by cash or check or, if the Administrator permits, by one or more of the alternative methods of payment set forth in the Plan.

9. **No Right to Continued Service.** Nothing in this Agreement or in the Plan imposes or may be deemed to impose, by implication or otherwise, any limitation on any right of the Company or its Affiliates to terminate the Participant's Continuous Service at any time.

10. **Representations and Warranties of the Participant.** The Participant represents and warrants to the Company as follows:

(a) **Acknowledgement and Agreement to Terms of the Plan** The Participant acknowledges receipt of a copy of the Plan, the Certificate, this Agreement and the prospectus dated June 13, 2017 covering the Shares reserved for issuance under the Plan. The Participant has read and understands the terms of the Plan, the Certificate and this Agreement and agrees to be bound by their terms and conditions. The Participant acknowledges that there may be adverse tax consequences on the vesting and settlement of the Restricted Stock Units and any Dividend Equivalents or disposition of any Shares received on settlement of Restricted Stock Units, and that the Participant should consult a tax advisor before such time. The Participant agrees to sign such additional documentation as the Company may reasonably require from time to time.

(b) **Compliance with Securities Laws.** The Participant understands and acknowledges that, notwithstanding any other provision of the Agreement to the contrary, the issuance and holding of Shares is expressly conditioned on compliance with the Securities Act and all applicable federal, state and foreign securities laws. The Participant agrees to cooperate with the Company to ensure compliance with such laws.

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11. **No Interest in Company Assets.** All amounts credited to the Participant's Restricted Stock Unit Account under this Agreement will continue for all purposes to be part of the general assets of the Company. The Participant's interest in the Restricted Stock Unit Account will make the Participant only a general, unsecured creditor of the Company.

12. **No Stockholder Rights before Issuance.** The Participant will have no right, title or interest in, nor be entitled to vote or to receive distributions in respect of, nor otherwise be considered the owner of, any of the Shares covered by the Restricted Stock Units until the Shares are issued in accordance with Section 5 hereof.

13. **General Terms**

(a) **Interpretation.** Any dispute regarding the interpretation of this Agreement must be submitted by the Participant or the Company to the Administrator for review. The Administrator's resolution of such dispute will be final and binding on the Company and the Participant.

(b) **Entire Agreement.** The Plan and the Certificate are incorporated into this Agreement by reference, and the Participant hereby acknowledges that a copy of each has been made available to the Participant. This Agreement, the Certificate and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof. In the event of a conflict or inconsistency between the terms and conditions of this Agreement, the Certificate and the Plan, the Plan will govern.

(c) **Modification.** This Agreement may be modified only in writing signed by both parties.

(a) **Notices.** Any notice required under this Agreement to be delivered to the Company must 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 the Participant must be in writing and addressed to the Participant at the address indicated on the Certificate or to such other address as the Participant designates in writing to the Company. All notices will be deemed to have been delivered: (i) on personal delivery, (ii) five days after deposit in the United States mail by certified or registered mail (return receipt requested), (iii) two business days after deposit with any return receipt express courier (prepaid) or (iv) one business day after transmission by fax or email.

(d) **Successors and Assigns.** The Company may assign any of its rights under this Agreement. This Agreement will be binding on and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement is binding on the Participant and the Participant's heirs, executors, administrators, legal representatives, successors and assigns.

(e) **Governing Law.** This Agreement is governed by and to be 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 that provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

June 13, 2017

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

Re: Cinemark Holdings, Inc.  
Post-Effective Amendment No. 1 to Registration Statement on Form S-8  
(File No. 333-153273)

Ladies and Gentlemen:

We have acted as counsel to Cinemark Holdings, Inc., a Delaware corporation (the "**Company**"), in connection with the Post Effective Amendment No. 1 (the "**Amendment**") to the Registration Statement on Form S-8 of the Company (the "**Registration Statement**"), being filed on the date hereof with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"). The Registration Statement, as originally filed with the Commission on August 29, 2008, registered 10,022,630 shares of the Company's common stock, par value \$0.001 per share ("**Common Stock**"), for issuance under the Amended and Restated Cinemark Holdings, Inc. 2006 Long Term Incentive Plan, as amended (the "**Restated Plan**").

Effective May 25, 2017 (the "**Approval Date**"), the stockholders of the Company approved the Company's 2017 Omnibus Incentive Plan (the "**Omnibus Plan**") and the Restated Plan was terminated. Pursuant to the terms of the Omnibus Plan, the maximum aggregate number of shares of Common Stock that may be issued under the Omnibus Plan shall be (i) 1,500,000 newly available shares of Common Stock (the "**New Shares**"), (ii) 6,513,551 shares remaining available for issuance under the Restated Plan as of the Approval Date, and up to (iii) 1,284,086 shares that are subject to outstanding awards granted under the Restated Plan as of the Approval Date, to the extent that such awards are forfeited, canceled, expire unexercised or are settled in cash. No further awards will be granted under the Restated Plan on or after the date of the stockholders' approval of the Omnibus Plan. Unissued shares of Common Stock reacquired under the forfeiture terms of any award will also revert to the Omnibus Plan and again be available for awards under the Omnibus Plan. All shares of Common Stock under the Restated Plan that will be available for issuance under the Omnibus Plan are heretofore referred to as the "**Carryover Shares**".

The Amendment reflects that the Carryover Shares are available for issuance under the Company's Omnibus 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. We have also assumed that (i) the certificates for the Carryover Shares will conform to the specimen thereof filed as an exhibit to the Registration Statement and upon issuance will have been duly countersigned by the transfer agent and duly registered by the registrar for the Common Stock, (ii) each award agreement setting forth the terms of each award granted pursuant to the Omnibus Plan is consistent with the Omnibus Plan and has been duly authorized and validly executed and delivered by the parties thereto, and (iii) at the time of each issuance of Carryover Shares, there will be sufficient shares of Common Stock authorized for issuance under the Company's Second Amended and Restated Certificate of Incorporation that have not otherwise been issued or reserved or committed for issuance, and (iv) the price per share paid for Carryover Shares issued pursuant to the Omnibus Plan is not less than the par value of the Carryover Shares. 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 Carryover Shares have been issued and delivered upon payment therefor in accordance with the terms of the Omnibus Plan and applicable award agreement, the Carryover 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:

- 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 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 LLP



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 23, 2017, relating to the consolidated financial statements and financial statement schedule of Cinemark Holdings, Inc., and the effectiveness of Cinemark Holdings, Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K of Cinemark Holdings, Inc. for the year ended December 31, 2016.

/s/ Deloitte & Touche LLP

Dallas, Texas  
June 13, 2017