

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

FORM S-8

REGISTRATION STATEMENT UNDER THE  
SECURITIES ACT OF 1933

**READING INTERNATIONAL, INC.**  
(Exact name of registrant as specified in its charter)

Nevada  
(State or other jurisdiction of  
incorporation or organization)

95-3885184  
(I.R.S. Employer  
Identification No.)

500 Citadel Drive, Suite 300  
Commerce, California 90040  
(Address of principal executive offices)

Reading International, Inc. 2010 Stock Incentive Plan  
(Full title of the plan)

Andrzej J. Matyczynski  
Chief Financial Officer  
Reading International, Inc.  
500 Citadel Drive, Suite 300  
Commerce, California 90040  
(Name and address of agent for service)

(213) 235-2240  
(Telephone number, including area code, of agent for service)

Copy to:

Dale E. Short  
TroyGould PC  
1801 Century Park East, Suite 1600  
Los Angeles, California 90067  
(310) 553-4441

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

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered <sup>(1)</sup>	Proposed maximum offering price per share <sup>(2)</sup>	Proposed maximum aggregate offering price <sup>(2)</sup>	Amount of registration fee
Class A Nonvoting Common Stock, par value \$0.01 per share	1,250,000 shares	\$ 3.77	\$ 4,712,500	\$ 336.01

(1) Pursuant to Rule 416(a) of the Securities Act of 1933, this Registration Statement also covers such additional shares of Class A Nonvoting Common Stock as may become issuable under the Reading International, Inc. 2010 Stock Incentive Plan (the "Plan") as a result of the anti-dilution adjustment provisions of the Plan.

(2) The proposed maximum offering price per share and maximum aggregate offering price were estimated pursuant to Rule 457(c) of the Securities Act of 1933 on the basis of the \$3.77 average of the high and low sale prices of the Class A Nonvoting Common Stock as reported on The NASDAQ Capital Market on May 25, 2010.

**PART I**

**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**Item 1. Plan Information.\***

**Item 2. Registrant Information and Employee Plan Annual Information.\***

---

\* The information required by Part I to be contained in the Section 10(a) prospectus is omitted from the Registration Statement in accordance with Rule 428 of the Securities Act of 1933 and the Note to Part I of Form S-8.

**PART II**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**Item 3. Incorporation of Documents by Reference**

The following documents previously filed by Reading International, Inc. (“we,” “us,” “our,” or the “Company”) with the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934 are incorporated by reference in this registration statement:

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2009 filed on March 12, 2010;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 filed on May 10, 2010;
- Our Current Reports on Form 8-K filed on March 15, 2010, May 10, 2010, May 14, 2010, May 17, 2010, May 18, 2010, and May 26, 2010, respectively; and
- The description of our common stock as described in our Registration Statement on Form 8-A filed under the Securities Exchange Act of 1934 on August 3, 2009 (File No. 001-08625), including any amendment or report filed for the purpose of updating any such description.

In addition, each document (other than any portion of such document that is deemed not “filed” under the Securities Exchange Act of 1934 in accordance with the Exchange Act and the Commission’s rules) that we file with the Commission under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement that indicates that all shares of common stock registered hereunder have been sold, or that deregisters all such shares of common stock then remaining unsold, shall be deemed to be incorporated by reference into this registration statement and to be part thereof from the date of the filing of such document.

**Item 4. Description of Securities**

Not applicable.

**Item 5. Interests of Named Experts and Counsel**

Not applicable.

**Item 6. Indemnification of Directors and Officers**

Sections 78.7502 and 78.751 of the Nevada Revised Statutes provide for the indemnification of officers, directors, employees and agents of a corporation such as the Company against legal expenses and liabilities. These provisions are not exclusive and permit the indemnification of such persons as may also be provided in a corporation’s articles of incorporation, bylaws, agreement, vote of the stockholders or disinterested directors or otherwise. Article VII of the Company’s bylaws provides for the indemnification of the Company’s officers, directors, employees and agents to the extent and under the circumstances permitted by Sections 78.7502 and 78.751 of the Nevada Revised Statutes.

**Item 7. Exemption from Registration Claimed**

Not applicable.

**Item 8. Exhibits**

The following exhibits are filed as a part of this registration statement:

- 4.1 Reading International, Inc. 2010 Stock Incentive Plan.
- 4.2 Form of Stock Option Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
- 4.3 Form of Stock Bonus Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
- 4.4 Form of Restricted Stock Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
- 4.5 Form of Stock Appreciation Right Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
- 5.1 Opinion of TroyGould PC.
- 23.1 Consent of Deloitte & Touche LLP.
- 23.2 Consent of Pricewaterhousecoopers LLP.
- 23.3 Consent of KPMG Australia.
- 23.4 Consent of TroyGould PC (included in the opinion filed as Exhibit 5.1).
- 24.1 Power of Attorney (included on the signature page of this registration statement).

**Item 9. Undertakings**

(a) The Company 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 of 1933;

(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;

(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 with or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, 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; and

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

(b) The Company hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company 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 Company 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 of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Los Angeles, California, on May 26, 2010.

READING INTERNATIONAL, INC.

By: /s/ Andrzej J. Matyczynski  
Andrzej J. Matyczynski  
Chief Financial Officer

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Andrzej J. Matyczynski as his true and lawful attorney-in-fact and agent, with full power of substitution, for him in any and all capacities, to sign this registration statement on Form S-8 and any amendments hereto (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent 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 he might do or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may do or cause to be done by virtue of this power of attorney.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ James J. Cotter, Sr.</u> James J. Cotter, Sr.	Chairman of the Board and Chief Executive Officer	May 26, 2010
<u>/s/ Andrzej J. Matyczynski</u> Andrzej J. Matyczynski	Chief Financial Officer (Principal Financial and Accounting Officer)	May 26, 2010
<u>/s/ James J. Cotter, Jr.</u> James J. Cotter, Jr.	Vice Chairman	May 26, 2010
<u>/s/ Eric Barr</u> Eric Barr	Director	May 26, 2010
<u>/s/ Margaret Cotter</u> Margaret Cotter	Director	May 26, 2010
<u>/s/ Edward L. Kane</u> Edward L. Kane	Director	May 26, 2010
<u>/s/ Gerard P. Laheney</u> Gerard P. Laheney	Director	May 26, 2010
<u>/s/ William D. Gould</u> William D. Gould	Director	May 26, 2010
<u>/s/ Alfred Villaseñor</u> Alfred Villaseñor	Director	May 26, 2010

## EXHIBIT INDEX

The following exhibits are filed with this registration statement or are incorporated by reference as a part of this registration statement:

- 4.1 Reading International, Inc. 2010 Stock Incentive Plan.
  - 4.2 Form of Stock Option Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
  - 4.3 Form of Stock Bonus Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
  - 4.4 Form of Restricted Stock Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
  - 4.5 Form of Stock Appreciation Right Agreement for the Reading International, Inc. 2010 Stock Incentive Plan.
  - 5.1 Opinion of TroyGould PC.
  - 23.1 Consent of Deloitte & Touche LLP.
  - 23.2 Consent of Pricewaterhousecoopers LLP.
  - 23.3 Consent of KPMG Australia.
  - 23.4 Consent of TroyGould PC (included in the opinion filed as Exhibit 5.1).
  - 24.1 Power of Attorney (included on the signature page of this registration statement).
-



## 2010 STOCK INCENTIVE PLAN

**1. PURPOSE.**

- (a) The purpose of the Plan is to provide to eligible recipients an opportunity to benefit from increases in value of the Common Stock through Stock Awards.
- (b) The Company, by means of the Plan, seeks to attract and retain the services of persons eligible to receive Stock Awards, to bind the interests of eligible recipients more closely to the Company's own interests by offering them opportunities to acquire Common Stock and/or cash and to afford eligible recipients stock-based compensation opportunities that are competitive with those afforded by similar businesses.
- (c) The persons eligible to receive Stock Awards are the Directors, Employees and Consultants of the Company and of its Affiliates.

**2. DEFINITIONS.**

- (a) "Affiliate" means any "parent corporation" or "subsidiary corporation" of the Company, whether now or hereafter existing, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.
  - (b) "Board" means the Board of Directors of the Company.
  - (c) "Code" means the Internal Revenue Code of 1986, as amended.
  - (d) "Committee" means a committee of one or more members of the Board appointed by the Board in accordance with subsection 3(c).
  - (e) "Common Stock" means the Class A Non-voting Common Stock, \$0.01 par value per share, of the Company.
  - (f) "Company" means Reading International, Inc., a Nevada corporation.
  - (g) "Consultant" means any individual engaged by the Company or by an Affiliate to render consulting or advisory services, and who is compensated for such services, or who is a member of the Board of Directors of an Affiliate. For clarity, the term "Consultant" shall not include a Director who is not compensated by the Company other than by way of fees and other compensation for his or her service as a Director.
  - (h) "Corporate Transaction" means (i) a sale, lease or other disposition of all or substantially all of the capital stock or assets of the Company, (ii) a merger or consolidation of the Company, or (iii) a reverse merger in which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise.
-

- (i) “Covered Employee” means the chief executive officer and the four other highest compensated officers of the Company for whom total compensation is required to be reported to stockholders under the Exchange Act, as determined for purposes of Section 162(m) of the Code.
- (j) “Director” means a member of the Board of Directors of the Company.
- (k) “Disability” means the permanent and total disability of a person within the meaning of Section 22(e)(3) of the Code.
- (l) “Employee” means any “employee” of the Company or of an Affiliate within the meaning of the Code.
- (m) “Exchange Act” means the Securities Exchange Act of 1934, as amended.
- (n) “Fair Market Value” means the value of the Common Stock determined as follows:
  - (i) If the Common Stock is listed on any established stock exchange, including the Nasdaq Stock Market, the Fair Market Value of a share of Common Stock shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange (or the exchange with the greatest volume of trading in the Common Stock) on the day of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable; or
  - (ii) In the absence of such listing of the Common Stock, the Fair Market Value shall be determined in good faith by the Board.
- (o) “Incentive Stock Option” means an Option intended to qualify as an “incentive stock option” within the meaning of Section 422 of the Code and the regulations promulgated thereunder.
- (p) “Non-Employee Director” means a Director who is considered a “non-employee director” within the meaning of Rule 16b-3.
- (q) “Nonstatutory Stock Option” means an Option not intended to qualify as an Incentive Stock Option.
- (r) “Officer” means a person who is an “officer” of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
- (s) “Option” means an Incentive Stock Option or a Nonstatutory Stock Option granted pursuant to the Plan.
- (t) “Option Agreement” means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an individual Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan.
- (u) “Optionholder” means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.
- (v) “Outside Director” means a Director who is considered an “outside director” within the meaning of Section 162(m) of the Code.

- (w) “Participant” means a person to whom a Stock Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.
- (x) “Plan” means this Reading International, Inc. 2010 Stock Incentive Plan as originally adopted by the Board on March 11, 2010, and as it may be amended from time to time.
- (y) “Rule 16b-3” means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.
- (z) “Securities Act” means the Securities Act of 1933, as amended.
- (aa) “Stock Award” means any right granted under the Plan, including an Option, a stock bonus, a right to acquire restricted stock and a stock appreciation right.
- (bb) “Service” means a Participant’s service with the Company or with an Affiliate, whether as a Director, Employee or Consultant. For purposes of the Plan, a Participant’s Service shall not be deemed to have terminated solely because of a change in the capacity in which the Participant renders services to the Company or an Affiliate or a change in the entity for which the Participant renders such Service. By way of example, a change in status from an Employee of the Company to a Consultant or a Director, by itself, will not constitute a termination of Service. The Board or the Chief Executive Officer of the Company, in that party’s sole discretion, may determine whether a Participant’s Service shall be considered interrupted in the case of the Participant’s leave of absence approved by that party, including sick leave, military leave or any other personal leave.
- (cc) “Stock Award Agreement” means a written agreement between the Company and a holder of a Stock Award evidencing the terms and conditions of an individual Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan.
- (dd) “Ten Percent Stockholder” means a person who owns (or is deemed to own pursuant to Section 424(d) of the Code) stock possessing more than ten percent of the total combined voting power of all classes of stock of the Company or of any Affiliate.

### 3. ADMINISTRATION.

- (a) **Administration by Board.** The Board shall administer the Plan unless and to the extent the Board delegates administration to a Committee as provided in subsection 3(c).
- (b) **Powers of Board.** The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:
  - (i) To determine from time to time who, among the persons eligible under the Plan, shall be granted Stock Awards; when and how each Stock Award shall be granted; what type or combination of types of Stock Award shall be granted; the number of shares of Common Stock with respect to which a Stock Award shall be granted; and the other terms and provisions of each Stock Award granted (which need not be identical).
  - (ii) To reprice any outstanding Stock Awards under the Plan, cancel and re-grant any outstanding Stock Awards under the Plan and effect any other action that is treated as a repricing for financial accounting purposes.

- (iii) To construe and interpret the Plan and all Stock Awards, and to establish, amend and revoke rules and regulations for the Plan's administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Stock Award Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.
  - (iv) To amend the Plan or a Stock Award as provided in Section 12.
  - (v) To terminate or suspend the Plan as provided in Section 13.
  - (vi) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company.
- (c) **Delegation to Committee.**
- (i) **General.** The Board may delegate administration of the Plan to a Committee of one or more Directors, and the term "Committee" shall apply to any Director or Directors to whom such authority has been delegated. If administration is delegated to a Committee, the Committee shall have, in connection with the administration of the Plan, all of the powers theretofore possessed by the Board, including the power to delegate nondiscretionary administrative duties to such employees of the Company as the Committee deems proper (and references in this Plan to the Board shall thereafter be to the Committee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and restore to the Board the administration of the Plan.
  - (ii) **Committee Composition.** In the discretion of the Board, the Committee may consist solely of two or more Outside Directors or two or more Non-Employee Directors. Within the scope of the Committee's delegated authority, the Committee may delegate to the Chairman of the Board the authority to grant Stock Awards to eligible persons who are not (a) then Covered Employees and are not expected to be Covered Employees at the time of recognition of income resulting from such Stock Award or (b) persons with respect to whom the Company wishes to comply with Section 162(m) of the Code or (c) persons who are then subject to Section 16 of the Exchange Act.
- (d) **Effect of Board's Decision.** All determinations, interpretations and constructions made by the Board in good faith shall not be subject to review by any person and shall be final, binding and conclusive on all persons.

#### 4. SHARES SUBJECT TO THE PLAN.

- (a) **Share Reserve.** Subject to the provisions of subsection 11(a) relating to adjustments upon changes in Common Stock, the shares of Common Stock that may be issued pursuant to Stock Awards shall not exceed in the aggregate 1,250,000 shares of Common Stock. Subject to subsection 4(b), the number of shares available for issuance under the Plan shall be reduced by (i) one share for each share of Common Stock issued pursuant to a Stock Award granted under Section 6 or Section 7 and (ii) one share for each Common Stock equivalent subject to a stock appreciation right granted under subsection 7(c).

(b) **Reversion of Shares to the Share Reserve.**

(i) **Shares Available For Subsequent Issuance.** If any (i) Stock Award shall for any reason expire or otherwise terminate, in whole or in part, without having been exercised or paid in full or (ii) shares of Common Stock issued to a Participant pursuant to a Stock Award are forfeited to or repurchased by the Company, including any repurchase or forfeiture caused by the failure to meet a contingency or condition required for the vesting of such shares, then the shares of Common Stock not issued under such Stock Award, or forfeited to or repurchased by the Company, shall revert to and again become available for issuance under the Plan.

(ii) **Shares Not Available For Subsequent Issuance.** If any shares subject to a Stock Award are not delivered to a Participant because the Stock Award is exercised through a reduction of shares subject to the Stock Award (*i.e.*, a “net exercise”), the number of shares that are not delivered to the Participant shall no longer be available for issuance under the Plan. If any shares subject to a Stock Award are not delivered to a Participant because such shares are withheld in satisfaction of the withholding of taxes incurred in connection with the exercise of an Option or a SAR, or the issuance of shares under a stock bonus award or restricted stock award, the number of shares that are not delivered to the Participant shall no longer be available for subsequent issuance under the Plan.

(c) **Source of Shares.** The shares of Common Stock subject to the Plan may be unissued shares or treasury shares.

**5. ELIGIBILITY.**

(a) **Eligibility for Specific Stock Awards.** Incentive Stock Options may be granted only to Employees. Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants.

(b) **Ten Percent Stockholders.** A Ten Percent Stockholder shall not be granted an Incentive Stock Option unless the exercise price of such Option is at least 110% of the Fair Market Value of the Common Stock at the date of grant and the Option is not exercisable after the expiration of five years from the date of grant.

(c) **Section 162(m) Limitation.** Subject to the provisions of Section 11 relating to adjustments upon changes in the shares of Common Stock, no Employee shall be eligible to be granted Options covering more than 1,000,000 shares of Common Stock during any twelve-month period.

(d) **Consultants.** A Consultant shall not be eligible for the grant of a Stock Award if, at the time of grant, a Form S-8 Registration Statement under the Securities Act (“Form S-8”) is not available to register either the offer or the sale of the Company’s securities to such Consultant because of the nature of the services that the Consultant is providing to the Company, or because the Consultant is not a natural person, or as otherwise provided by the rules governing the use of Form S-8, unless the Company determines both (i) that such grant (A) shall be registered in another manner under the Securities Act (e.g., on a Form S-3 Registration Statement) or (B) does not require registration under the Securities Act in order to comply with the requirements of the Securities Act, if applicable, and (ii) that such grant complies with the securities laws of all other relevant jurisdictions.

## 6. OPTION PROVISIONS.

- (a) **General.** Each Option shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. All Options shall be designated as Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. The provisions of separate Options need not be identical, but each Option shall include (through inclusion or incorporation by reference in the Option or otherwise) the substance of each of the following provisions:
- (i) **Term.** Subject to the provisions of subsection 5(b) regarding Ten Percent Stockholders, no Option shall be exercisable after the expiration of ten years from the date it was granted.
  - (ii) **Exercise Price of an Incentive Stock Option.** Subject to the provisions of subsection 5(b) regarding Ten Percent Stockholders, the exercise price of each Incentive Stock Option shall be not less than the Fair Market Value of the Common Stock subject to the Option on the date the Option is granted.
  - (iii) **Exercise Price of a Nonstatutory Stock Option.** The exercise price of each Nonstatutory Stock Option shall be not less than the Fair Market Value of the Common Stock subject to the Option on the date the Option is granted.
  - (iv) **Consideration.** The purchase price of Common Stock acquired pursuant to an Option shall be paid, to the extent permitted by applicable statutes and regulations, either (i) in cash at the time the Option is exercised or (ii) at the discretion of the Board (1) by delivery to the Company of other Common Stock; (2) according to a deferred payment or other similar arrangement with the Optionholder; (3) by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company shall accept cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such holding back of whole shares; *provided, further, however*, that shares of Common Stock will no longer be outstanding under an Option to the extent that (i) shares are used to pay the exercise price pursuant to the “net exercise,” (ii) shares are delivered to the Participant as a result of such exercise, and (iii) shares are withheld to satisfy tax withholding obligations; (4) by means of so-called cashless exercises as permitted under applicable rules and regulations of the Securities and Exchange Commission and the Federal Reserve Board; or (5) in any other form of legal consideration that may be acceptable to the Board. Payment of the Common Stock’s par value, if any, shall not be made by deferred payment. In the case of any deferred payment arrangement, interest shall be compounded at least annually and shall be charged at the minimum rate of interest necessary to avoid (1) the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement.
  - (v) **Transferability of an Incentive Stock Option.** An Incentive Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder. Notwithstanding the foregoing, the Optionholder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be entitled to exercise the Option.

- (vi) **Transferability of a Nonstatutory Stock Option.** A Nonstatutory Stock Option shall be transferable to the extent provided in the Option Agreement. If the Nonstatutory Stock Option does not provide for transferability, then the Nonstatutory Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder. Notwithstanding the foregoing, the Optionholder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be entitled to exercise the Option.
- (vii) **Vesting Generally.** The total number of shares of Common Stock subject to an Option may, but need not, vest and become exercisable in periodic installments that may, but need not, be equal. The Option may be subject to such other terms and conditions on the time or times when it may be exercised (which may be based on performance or other criteria) as the Board may deem appropriate. The vesting provisions of individual Options may vary. The provisions of this subsection 6(a)(vii) are subject to any Option provisions governing the minimum number of shares of Common Stock as to which an Option may be exercised.
- (viii) **Termination of Service.** In the event an Optionholder's Service terminates (other than upon the Optionholder's death or Disability), the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise such Option as of the date of termination) but only within such period of time ending on the earlier of (i) the date three months following the termination of the Optionholder's Service (or such longer or shorter period specified in the Option Agreement), or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, after termination, the Optionholder does not exercise his or her Option within the time specified herein or in the Option Agreement (as applicable), the Option shall terminate.</div>
- (ix) **Extension of Termination Date.** An Optionholder's Option Agreement may provide that, if the exercise of the Option following the termination of the Optionholder's Service (other than upon the Optionholder's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option shall terminate on the earlier of (i) the expiration of the term of the Option set forth in the Option Agreement or (ii) the expiration of a period of three months after the termination of the Optionholder's Service during which the exercise of the Option would not be in violation of such registration requirements.
- (x) **Disability of Optionholder.** In the event that an Optionholder's Service terminates as a result of the Optionholder's Disability, the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise such Option as of the date of termination), but only within such period of time ending on the earlier of (i) the date twelve months following such termination (or such longer or shorter period specified in the Option Agreement) or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, after termination, the Optionholder does not exercise his or her Option within the time specified herein, the Option shall terminate.

- (xi) **Death of Optionholder.** In the event (i) an Optionholder's Service terminates as a result of the Optionholder's death or (ii) the Optionholder dies within the period (if any) specified in the Option Agreement after the termination of the Optionholder's Service for a reason other than death, then the Option may be exercised (to the extent the Optionholder was entitled to exercise such Option as of the date of death) by the Optionholder's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Optionholder's death pursuant to subsection 6(a)(v) or 6(a)(vi), but only within the period ending on the earlier of (1) the date twelve months following the date of death (or such longer or shorter period specified in the Option Agreement) or (2) the expiration of the term of such Option as set forth in the Option Agreement. If, after death, the Option is not exercised within the time specified herein, the Option shall terminate.

## 7. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS.

- (a) **Stock Bonus Awards.** Each stock bonus agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of stock bonus agreements may change from time to time, and the terms and conditions of separate stock bonus agreements need not be identical, but each stock bonus agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:
- (i) **Consideration.** A stock bonus may be awarded in consideration for past services actually rendered to or for the benefit of the Company or an Affiliate.
  - (ii) **Vesting Generally.** Shares of Common Stock awarded under the stock bonus agreement may, but need not, be subject to a share repurchase option in favor of the Company in accordance with a vesting schedule to be determined by the Board. Notwithstanding the foregoing, unless the stock bonus agreement otherwise provides, all shares subject to the agreement shall become fully vested upon the occurrence of a Corporate Transaction.
  - (iii) **Termination of Service.** In the event a Participant's Service terminates, the Company may reacquire any or all of the shares of Common Stock held by the Participant which have not vested as of the date of termination under the terms of the stock bonus agreement. The Company will not exercise its repurchase option until at least six months (or such longer or shorter period of time required to avoid a change to earnings for financial accounting purposes) have elapsed following receipt of the stock bonus unless otherwise specifically provided in the stock bonus agreement.
  - (iv) **Transferability.** Rights to acquire shares of Common Stock under the stock bonus agreement shall be transferable by the Participant only upon such terms and conditions as are set forth in the stock bonus agreement, as the Board shall determine in its discretion, so long as Common Stock awarded under the stock bonus agreement remains subject to the terms of the stock bonus agreement.
- (b) **Restricted Stock Awards.** Each restricted stock purchase agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of the restricted stock purchase agreements may change from time to time, and the terms and conditions of separate restricted stock purchase agreements need not be identical, but each restricted stock purchase agreement shall include (through inclusion or incorporation by reference in the agreement or otherwise) the substance of each of the following provisions:

- (i) **Purchase Price.** The purchase price under each restricted stock purchase agreement shall be such amount as the Board shall determine and designate in such restricted stock purchase agreement. The purchase price shall not be less than the par value, if any, of the Common Stock on the date such award is made or at the time the purchase is consummated.
  - (ii) **Consideration.** The purchase price of Common Stock acquired pursuant to the restricted stock purchase agreement shall be paid either: (i) in cash at the time of purchase; (ii) at the discretion of the Board, according to a deferred payment or other similar arrangement with the Participant; or (iii) in any other form of legal consideration that may be acceptable to the Board in its discretion; *provided, however*, that payment of the Common Stock's par value, if any, shall not be made by deferred payment.
  - (iii) **Vesting Generally.** Shares of Common Stock acquired under the restricted stock purchase agreement may, but need not, be subject to forfeiture to the Company or other restrictions that will lapse in accordance with a vesting schedule to be determined by the Board.
  - (iv) **Termination of Participant's Service.** In the event a Participant's Service terminates, any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination under the terms of the restricted stock purchase agreement shall be forfeited to the Company in accordance with the restricted stock purchase agreement.
  - (v) **Transferability.** Rights to acquire shares of Common Stock under the restricted stock purchase agreement shall be transferable by the Participant only upon such terms and conditions as are set forth in the restricted stock purchase agreement, as the Board shall determine in its discretion, so long as Common Stock awarded under the restricted stock purchase agreement remains subject to the terms of the restricted stock purchase agreement.
- (c) **Stock Appreciation Rights.** Each stock appreciation right agreement shall be in such form and shall contain such terms and conditions as the Board shall deem appropriate. The terms and conditions of stock appreciation right agreements may be changed from time to time, and the terms and conditions of separate stock appreciation right agreements need not be identical; *provided, however*, that each stock appreciation right agreement shall include (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:
- (i) **Strike Price and Calculation of Appreciation.** Each stock appreciation right will be denominated in shares of Common Stock equivalents. The appreciation distribution payable on the exercise of a stock appreciation right will not be greater than an amount equal to the excess of (i) the aggregate Fair Market Value on the date of the exercise of the stock appreciation right of a number of shares of Common Stock equal to the number of shares of Common Stock equivalents in which the Participant is vested under such stock appreciation right and with respect to which the Participant is exercising the stock appreciation right on such date over (ii) an amount (the "strike price") that will be determined by the Board at the time of grant of the stock appreciation right; *provided, however*, that the strike price of a stock appreciation right granted to a Director or Employee shall be not less than the Fair Market Value of the Common Stock equivalents subject to the stock appreciation right on the date the stock appreciation right is granted.

- (ii) **Vesting.** At the time of the grant of a stock appreciation right, the Board may impose such restrictions or conditions to vesting of such stock appreciation right as it, in its sole discretion, deems appropriate.
- (iii) **Exercise.** To exercise any outstanding stock appreciation right, the Participant must provide written notice to exercise to the Company in compliance with the provisions of the stock appreciation right agreement evidencing such stock appreciation right.
- (iv) **Payment.** The appreciation distribution in respect to a stock appreciation right may be paid in shares of Common Stock, in cash, in any combination of shares of Common Stock and cash, or in any other form of consideration, as determined by the Board and contained in the stock appreciation right agreement evidencing such stock appreciation right.
- (v) **Termination of Service.** In the event that a Participant's Service terminates, the Participant may exercise his or her stock appreciation right (to the extent that the Participant was entitled to exercise such stock appreciation right as of the date of termination) but only within such period of time ending on the earlier of (i) the date three months following the termination of the Participant's Service (or such longer or shorter period specified in the stock appreciation right agreement), or (ii) the expiration of the term of the stock appreciation right as set forth in the stock appreciation right agreement. If, after termination, the Participant does not exercise his or her stock appreciation right within the time specified herein or in the stock app reciation right agreement (as applicable), the stock appreciation right shall terminate.

## 8. COVENANTS OF THE COMPANY.

- (a) **Availability of Shares.** During the terms of the Stock Awards, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Stock Awards.
- (b) **Securities Law Compliance.** The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise of the Stock Awards; *provided, however,* that this undertaking shall not require the Company to register under the Securities Act the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained.

## 9. USE OF PROCEEDS FROM STOCK.

Proceeds from the sale of Common Stock pursuant to Stock Awards shall constitute general funds of the Company.

## 10. MISCELLANEOUS.

- (a) **Acceleration of Exercisability and Vesting.** The Board shall have the power to accelerate the time at which a Stock Award may first be exercised or the time during which a Stock Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Stock Award stating the time at which it may first be exercised or the time during which it will vest.
- (b) **Stockholder Rights.** No Participant shall be deemed to have dividend rights or other rights as a stockholder with respect to any shares of Common Stock subject to an Option or stock appreciation right unless and until such Participant has properly exercised the Option or stock appreciation right. A Participant will have all of the rights of a stockholder as to any stock bonuses and shares of Common Stock acquired under a restricted stock purchase agreement as of the date of such Stock Awards, whether or not then vested, except as otherwise provided in the Stock Award Agreement, and unless and until the stock bonus or restricted stock is forfeited to the Company in accordance with applicable vesting requirements, if any.
- (c) **No Employment or other Service Rights.** Nothing in the Plan or any instrument executed or Stock Award granted pursuant hereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Stock Award was granted or shall affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.
- (d) **Incentive Stock Option Dollar Limitation.** To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and its Affiliates) exceeds \$100,000, the Options or portions thereof which exceed such limit (according to the order in which they were granted) shall be treated as Nonstatutory Stock Options.
- (e) **Investment Assurances.** The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Stock Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Stock Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Stock Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (1) the issuance of the shares of Common Stock upon the exercise or acquisition of Common Stock under the Stock Award has been registered under a then currently effective registration statement under the Securities Act or (2) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

- (f) **Withholding Obligations.** To the extent provided by the terms of a Stock Award Agreement, the Participant may satisfy any federal, state or local tax withholding obligation relating to the exercise or acquisition of Common Stock under a Stock Award by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Participant by the Company) or by a combination of such means: (i) tendering a cash payment; (ii) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to the Participant as a result of the exercise or acquisition of Common Stock under the Stock Award, *provided, however*, that no shares of Common Stock are withheld with a Fair Market Value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid variable award accounting); or (iii) delivering to the Company owned and unencumbered shares of Common Stock of the Company.

#### 11. ADJUSTMENTS UPON CHANGES IN STOCK.

- (a) **Capitalization Adjustments.** If any change is made in the Common Stock subject to the Plan, or subject to any Stock Award, without the receipt of consideration by the Company (through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the Company), the Plan will be appropriately adjusted in the class and maximum number of shares subject to the Plan pursuant to subsection 4(a) and the maximum number of shares subject to award to any person pursuant to subsection 5(c), and the outstanding Stock Awards will be appropriately adjusted in the class and number of shares and price per share of Common Stock subject to such outstanding Stock Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. For clarity, the conversion of any convertible securities of the Company shall not be treated as a transaction "without receipt of consideration" by the Company.
- (b) **Dissolution or Liquidation.** In the event of a dissolution or liquidation of the Company, all outstanding Stock Awards shall terminate immediately prior to such event, and shares of bonus stock and restricted stock subject to the Company's repurchase option or to forfeiture under subsections 7(a)(iii) and 7(b)(iii) may be repurchased by the Company or forfeited notwithstanding the fact that the holder of such stock is still in Service.
- (c) **Corporate Transaction.** In the event of a Corporate Transaction, any surviving corporation or acquiring corporation may assume any Stock Awards outstanding under the Plan or may substitute similar stock awards (including an award to acquire the same consideration paid to the stockholders in the transaction described in this subsection 11(c)) for those outstanding under the Plan. Unless the Stock Award Agreement otherwise provides, in the event any surviving corporation or acquiring corporation does not assume such Stock Awards or substitute similar stock awards for those outstanding under the Plan, then the Stock Awards shall terminate if not exercised at or prior to such event.

#### 12. AMENDMENT OF THE PLAN AND STOCK AWARDS.

- (a) **Amendment of Plan.** The Board at any time, and from time to time, may amend the Plan. However, except as provided in Section 11 relating to adjustments upon changes in Common Stock, no amendment shall be effective unless approved by the stockholders of the Company to the extent stockholder approval is necessary to satisfy the requirements of Section 422 of the Code, Rule 16b-3 or any securities exchange listing requirements.

- (b) **Stockholder Approval.** The Board may, in its sole discretion, submit any other amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of Section 162(m) of the Code and the regulations thereunder regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to certain executive officers.
- (c) **Contemplated Amendments.** It is expressly contemplated that the Board may amend the Plan in any respect the Board deems necessary or advisable to provide eligible Employees with the maximum benefits provided or to be provided under the provisions of the Code and the regulations promulgated thereunder relating to Incentive Stock Options or to bring the Plan or Incentive Stock Options granted under it into compliance therewith.
- (d) **No Impairment of Rights.** Rights under any Stock Award granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless the Participant consents thereto in writing.
- (e) **Amendment of Stock Awards.** The Board at any time, and from time to time, may amend the terms of any one or more Stock Awards; *provided, however,* that the rights under any Stock Award shall not be impaired by any such amendment unless the Participant consents thereto in writing.

### 13. TERMINATION OR SUSPENSION OF THE PLAN.

- (a) **Plan Term.** Unless sooner terminated by the Board pursuant to Section 3, the Plan shall automatically terminate on the day before the tenth anniversary of the date the Plan is adopted by the Board. No Stock Awards may be granted under the Plan while the Plan is suspended or after it is terminated.
- (b) **No Impairment of Rights.** Suspension or termination of the Plan shall not impair rights and obligations under any Stock Award granted while the Plan is in effect except with the written consent of the Participant.

### 14. EFFECTIVE DATE OF PLAN.

The Plan shall become effective upon approval of the stockholders of the Company, provided that such approval is received before the expiration of one year from the date the Plan is approved by the Board of Directors, and provided further that the Board of Directors may grant Options (but not award bonus stock, restricted stock, or stock appreciation rights) pursuant to the Plan prior to stockholder approval if the exercise of such Options by its terms is contingent upon stockholder approval of the Plan as provided above.

### 15. CHOICE OF LAW.

The law of the State of Nevada shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to the choice of law rules.



READING INTERNATIONAL, INC.

2010 STOCK INCENTIVE PLAN

STOCK OPTION AGREEMENT

Unless otherwise defined herein, capitalized terms used in this Stock Option Agreement (this "Option Agreement") shall have the meanings ascribed in the Reading International, Inc. 2010 Stock Incentive Plan.

I. NOTICE OF STOCK OPTION GRANT

[Optionee's Name and Address]

The Company is pleased to inform you that, subject to the terms and conditions of the Plan and this Option Agreement, you have been granted an Option to purchase Common Stock, as follows:

Grant Number: \_\_\_\_\_

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

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

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

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

Total Exercise Price: \_\_\_\_\_

Type of Option: \_\_\_\_\_ Incentive Stock Option ("ISO")  
 \_\_\_\_\_ Nonstatutory Stock Option ("NSO")

Term/Expiration Date: \_\_\_\_\_

Vesting Schedule: The Option shall become vested and exercisable in accordance with the following schedule:

- As to \_\_\_\_\_ of the Option Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.
- As to \_\_\_\_\_ of the Option Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.
- As to \_\_\_\_\_ of the Option Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.

## II. AGREEMENT

### A. Grant of Option.

The Board hereby grants to the Optionee named in the Notice of Grant contained in Part I of this Option Agreement (the "Notice of Grant") an Option (this "Option") to purchase the number of Shares set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the "Exercise Price"), subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 12 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Grant as an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code; however, if this Option is intended to be an Incentive Stock Option, to the extent that it exceeds the \$100,000 rule described in Section 10(d) of the Plan it shall be treated as a Nonstatutory Stock Option.

### B. Vesting of Option Shares.

(a) Vesting Schedule. The Option Shares as to which the Option shall have vested at any time in accordance with the terms of the Vesting Schedule set forth in the Notice of Grant are referred to as "Vested Shares," and the Option Shares that shall not have vested are referred to as "Unvested Shares." All of the Option Shares are Unvested Shares as of the date of this Option Agreement.

(b) Accelerated Vesting Upon a Corporate Transaction. In the event of the completion of a Corporate Transaction, all Unvested Shares shall automatically vest and become Vested Shares immediately prior to the completion of the Corporate Transaction.

(c) Termination of Unvested Shares Upon Early Termination of Service. If the Optionee ceases to remain in Service for any reason, (i) the Option shall immediately and automatically cease to be exercisable for any Unvested Shares as of such employment termination and (ii) the Optionee shall immediately and automatically cease to have any right under the Option with respect to Unvested Shares as of such employment termination date. In such event, this Option Agreement shall remain in full force and effect with respect to any Vested Shares.

### C. Exercise of Option.

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option is exercisable by delivery to the Company of an exercise notice in substantially the form attached hereto as Exhibit A, or such other form as the Board may approve (the "Exercise Notice"), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, pursuant to Part I I(C)(c) of this Option Agreement. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Exercise Price.

No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with Applicable Laws. Assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Exercised Shares.

(c) Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, as set forth herein and in the Plan:

1. cash at the time this Option is exercised; or

2. check made payable to the Company at the time this Option is exercised.

The Board, in its sole discretion, if expressly authorized in writing by the Board, may extend to Optionee other methods of payment, as permitted under applicable rules and regulations of the Securities and Exchange Commission and the Federal Reserve Board, such as by (i) delivery to the Company of other Common Stock; (ii) deferred payment arrangement; (iii) net exercise arrangement; or (iv) cashless exercise.

D. Non-Transferability of Option.

This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Optionee only by the Optionee; provided, however, if the Option granted to Optionee herein is an NSO, the Optionee, may, be delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionee, will thereafter be entitled to exercise this Option. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

E. Exercise Period; Term of Option.

This Option may be exercised for three months after Optionee ceases to remain in Service, to the extent this Option was exercisable on the date Optionee ceases to remain in Service. Upon the death or Disability of the Optionee, this Option may be exercised for twelve months after Optionee ceases to remain in Service, to the extent this Option was exercisable on the date Optionee ceases to remain in Service. In no event, however, shall this Option be exercised later than the Term/Expiration Date set out in the Notice of Grant.

F. Tax Obligations.

(a) Withholding Taxes. Optionee agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Optionee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

G. Entire Agreement; Governing Law.

The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee. This agreement is governed by the internal substantive laws, but not the choice of law rules, of Nevada.

H. NO GUARANTEE OF CONTINUED SERVICE.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING IN SERVICE AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED AN OPTION OR PURCHASING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE.

By your signature and the signature of the Company's representative below, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Option Agreement. By your signature below, you acknowledge and agree that you have reviewed the Plan and this Option Agreement in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understand all provisions of the Plan and this Option Agreement. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this Option Agreement. Optionee further agrees to notify the Company upon any change in the residence address indicated below.

[Signature page follows]

This Option Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

OPTIONEE:

READING INTERNATIONAL, INC.

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Print Name

Residence Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

NOTICE OF EXERCISE OF OPTION TO PURCHASE  
COMMON STOCK

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
SSN: \_\_\_\_\_  
Date: \_\_\_\_\_

Reading International, Inc.  
Attention: Corporate Secretary  
500 Citadel Drive, Suite 300  
Commerce, California 90040

Re: Exercise of Stock Option

Gentlemen:

I elect to purchase \_\_\_\_\_ shares of Class A Non-voting Common Stock [**and/or** \_\_\_\_\_ **shares of Class B Voting Common Stock**] of Reading International, Inc. (the "Company") pursuant to the Reading International, Inc. Stock Option Agreement dated \_\_\_\_\_ and the Reading International, Inc. 2010 Stock Incentive Plan. The purchase will take place on the Exercise Date, which will be (i) as soon as practicable following the date this notice and all other necessary forms and payments are received by the Company, unless I specify a later date (not to exceed 30 days following the date of this notice) or (ii) in the case of a Broker-assisted cashless exercise (as indicated below), the date of this notice.

On or before the Exercise Date, I will pay the full exercise price in the form specified below (check one):

- Cash: by delivering cash to the Company for \$\_\_\_\_\_.
- Check: by delivering a check made payable to the Company for \$\_\_\_\_\_.

I will pay the full exercise price in the following form, as expressly authorized in writing by the Board:

- Other Company Shares: by delivering for surrender other shares of the Company's Common Stock having a fair market value at the time of receipt by the Company equal to not less than the Exercise Price.

[ ] Deferred Payment Arrangement: on such terms as have been approved by the Board.

[ ] Net Exercise Arrangement: pursuant to the Plan and on such terms as have been approved by the Board.

[ ] Cash From Broker: by delivering the purchase price from \_\_\_\_\_, a broker, dealer or other "creditor" as defined by Regulation T issued by the Board of Governors of the Federal Reserve System (the "Broker"). I authorize the Company to issue a stock certificate in the number of shares indicated above in the name of the Broker in accordance with instructions received by the Company from the Broker and to deliver such stock certificate directly to the Broker (or to any other party specified in the instructions from the Broker) upon receiving the exercise price from the Broker.

On or before the Exercise Date, I will pay any applicable tax withholding obligations, as provided in the Option Agreement and the Plan, for the full tax withholding amount.

Please deliver the stock certificate to me (unless I have chosen to pay the purchase price through a broker).

Very truly yours,

\_\_\_\_\_

AGREED TO AND ACCEPTED:

READING INTERNATIONAL, INC.

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

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

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

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

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



READING INTERNATIONAL, INC.

2010 STOCK INCENTIVE PLAN

STOCK BONUS AGREEMENT

Unless otherwise defined herein, capitalized terms used in this Stock Bonus Agreement (this "Stock Bonus Agreement") shall have the meanings ascribed in the Reading International, Inc. 2010 Stock Incentive Plan (the "Plan").

**I. NOTICE OF STOCK BONUS GRANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Participant's Name and Address]*

The Company is pleased to inform you that, subject to the terms and conditions of the Plan and this Stock Bonus Agreement, you have been granted bonus shares of Common Stock ("Bonus Shares"), as follows:

Grant Number: \_\_\_\_\_  
Date of Grant: \_\_\_\_\_  
Number of Bonus Shares: \_\_\_\_\_

Vesting Schedule: The Bonus Shares shall be vested immediately upon the date of grant set forth above.

## II. AGREEMENT

### A. Grant of Bonus Shares.

The Board hereby grants to the Participant named in the Notice of Grant contained in Part I of this Stock Bonus Agreement (the "Notice of Grant") the Bonus Shares set forth in the Notice of Grant, subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 12 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Stock Bonus Agreement, the terms and conditions of the Plan shall prevail.

### B. Stock Certificates.

(a) Concurrently herewith, the Company shall issue one or more stock certificates in the Participant's name evidencing the Bonus Shares. The Participant agrees to execute such further instruments and to take such further actions as the Board may deem necessary or advisable for purposes of facilitating the enforcement of this Stock Bonus Agreement.

### C. Tax Obligations.

(a) The Participant shall be solely responsible for the payment of any and all federal, state and other taxes that may be imposed on the Participant by reason of the acquisition of the Bonus Shares.

(b) The Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining the Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the receipt of the Bonus Shares. The Participant acknowledges and agrees that the Company may refuse to issue the Bonus Shares if such withholding amounts are not delivered.

### D. Entire Agreement; Governing Law.

The Plan and this Stock Bonus Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and the Participant. This Stock Bonus Agreement is governed by the internal substantive laws, but not the choice of law rules, of Nevada.

### E. NO GUARANTEE OF CONTINUED SERVICE.

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS STOCK BONUS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE.

By your signature and the signature of the Company's representative below, you and the Company agree that the Bonus Shares are granted under and governed by the terms and conditions of the Plan and this Stock Bonus Agreement. By your signature below, you acknowledge and agree that you have reviewed the Plan and this Stock Bonus Agreement in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this Stock Bonus Agreement and fully understand all provisions of the Plan and this Stock Bonus Agreement. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this Stock Bonus Agreement. You further agree to notify the Company upon any change in the residence address indicated below.

*[Signature page follows]*

This Stock Bonus Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

PARTICIPANT:

READING INTERNATIONAL, INC.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

Name:

Title:

Residence Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



4READING INTERNATIONAL, INC.

2010 STOCK INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Unless otherwise defined herein, capitalized terms used in this Restricted Stock Agreement (this "Restricted Stock Agreement") shall have the meanings ascribed in the Reading International, Inc. 2010 Stock Incentive Plan.

I. NOTICE OF RESTRICTED STOCK GRANT

[Participant's Name and Address]

The Company is pleased to inform you that, subject to the terms and conditions of the Plan and this Restricted Stock Agreement, you have been granted restricted shares, or the right to acquire restricted shares, of Common Stock ("Restricted Shares"), as follows:

Grant Number: \_\_\_\_\_

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

Purchase Price per Share, if applicable: \_\_\_\_\_

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

Total Purchase Price, if applicable: \_\_\_\_\_

Vesting Schedule: The Restricted Shares shall become vested, and no longer subject to forfeiture, in accordance with the following schedule:

- As to \_\_\_\_\_ of the Restricted Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.
- As to \_\_\_\_\_ of the Restricted Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.
- As to \_\_\_\_\_ of the Restricted Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.

## II. AGREEMENT

### A. Grant of Restricted Shares.

The Board hereby grants to the Participant named in the Notice of Grant contained in Part I of this Restricted Stock Agreement (the "Notice of Grant") the right to acquire the number of restricted shares of Common Stock (the "Restricted Shares") set forth in the Notice of Grant, at the purchase price, if any, set forth in the Notice of Grant (the "Purchase Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 12 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Restricted Stock Agreement, the terms and conditions of the Plan shall prevail.

If applicable, payment of the aggregate Purchase Price at the time of purchase shall be by cash or the Participant's check payable to "Reading International, Inc."

### B. Vesting of Restricted Shares.

(a) Vesting Schedule. The Restricted Shares that shall have vested at any time in accordance with the terms of the Vesting Schedule set forth in the Notice of Grant are referred to as "Vested Shares," and the Restricted Shares that shall not have vested are referred to as "Unvested Shares."

(b) Accelerated Vesting Upon a Corporate Transaction. In the event of the completion of a Corporate Transaction, all Unvested Shares shall automatically vest and become Vested Shares immediately prior to the completion of the Corporate Transaction.

(c) Forfeiture of Unvested Shares upon Early Termination of Service. If the Participant ceases to remain in Service for any reason, (i) all of the Restricted Shares that are Unvested Shares as of such employment termination date shall immediately and automatically be forfeited and reconveyed to the Company and shall be cancelled on the Company's stock books, (ii) the Company promptly thereafter shall pay to the Participant the Purchase Price, if any, paid hereunder by the Participant for the Restricted Shares, and (iii) the Participant shall immediately and automatically cease to have any ownership right in any and all Shares that constitute Unvested Shares as of such employment termination date. In such event, this Restricted Stock Agreement shall remain in full force and effect with respect to any Vested Shares.

(d) Shareholder Rights. From the Grant Date and continuing for so long as the Unvested Shares shall not have been forfeited as provided in Part II(B)(c), above, the Participant shall have the right to receive with respect to the Restricted Shares any dividends that the Company may declare regarding the Common Stock; provided, however, that any dividend payable in stock also shall be deemed to be Restricted Shares under this Agreement.

C. No Transfer Permitted of Unvested Shares.

(a) The Participant shall not, and shall not purport to, sell, assign or otherwise transfer any Unvested Shares, or any interest therein. The Participant is permitted to sell, assign or otherwise transfer the Restricted Shares only if and when they become Vested Shares pursuant to Section B, above.

(b) The Participant acknowledges and agrees that all certificates evidencing Unvested Shares shall bear substantially the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN VESTING AND FORFEITURE PROVISIONS AS SET FORTH IN A RESTRICTED STOCK AGREEMENT BETWEEN THE CORPORATION AND THE REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION.

In addition, the Company shall make a notation regarding the restrictions on transfer of the Restricted Shares in its stock books, and shares of the Restricted Shares shall be transferred on the books of the Company only if transferred or sold in accordance with this Restricted Stock Agreement.

D. Stock Certificates.

(a) Concurrently herewith, the Company shall issue one or more stock certificates in the Participant's name evidencing the Restricted Shares. The Company shall retain the same and any other stock certificate or certificates that evidence Unvested Shares at any time. The Participant agrees to execute such further instruments and to take such further actions as the Board may deem necessary or advisable for purposes of facilitating the enforcement of this Restricted Stock Agreement.

(b) Upon the Participant's request at any time, the Company shall deliver to the Participant a stock certificate in the Participant's name evidencing Vested Shares.

E. Tax Obligations.

(a) In connection with the receipt of the Restricted Shares, the Participant hereby represents and warrants that the Company previously advised the Participant to consult with the Participant's own tax advisor regarding whether an election under Section 83(b) of the Internal Revenue Code of 1986, as amended, should be made by the Participant within thirty days after the Grant Date. The Participant shall be solely responsible for the payment of any and all federal, state and other taxes that may be imposed on the Participant by reason of the acquisition of the Restricted Shares and any vesting and subsequent sale of the Vested Shares.

(b) The Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining the Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the receipt or vesting of the Restricted Shares. The Participant acknowledges and agrees that the Company may refuse to issue the Restricted Shares if such withholding amounts are not delivered.

F. Entire Agreement; Governing Law.

The Plan and this Restricted Stock Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and the Participant. This Restricted Stock Agreement is governed by the internal substantive laws, but not the choice of law rules, of Nevada.

G. NO GUARANTEE OF CONTINUED SERVICE.

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF RESTRICTED SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING IN SERVICE AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED OR ACQUIRING RESTRICTED SHARES HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS RESTRICTED STOCK AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE.

By your signature and the signature of the Company's representative below, you and the Company agree that the Restricted Shares are granted under and governed by the terms and conditions of the Plan and this Restricted Stock Agreement. By your signature below, you accept the offer to acquire the Restricted Shares, acknowledge and agree that you have reviewed the Plan and this Restricted Stock Agreement in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand all provisions of the Plan and this Restricted Stock Agreement. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this Restricted Stock Agreement. You further agree to notify the Company upon any change in the residence address indicated below.

*[Signature page follows]*

This Restricted Stock Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

PARTICIPANT:

READING INTERNATIONAL, INC.

\_\_\_\_\_  
Signature

By:

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

\_\_\_\_\_  
Print Name

Residence Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



READING INTERNATIONAL, INC.

2010 STOCK INCENTIVE PLAN

STOCK APPRECIATION RIGHT AGREEMENT

Unless otherwise defined herein, capitalized terms used in this Stock Appreciation Right Agreement (this "SAR Agreement") shall have the meanings ascribed in the Reading International, Inc. 2010 Stock Incentive Plan.

I. NOTICE OF STOCK APPRECIATION RIGHT GRANT

[Participant's Name and Address]

The Company is pleased to inform you that, subject to the terms and conditions of the Plan and this SAR Agreement, you have been granted a stock appreciation right (this "SAR") with respect to shares of Common Stock equivalents (the "SAR Shares"), as follows:

Grant Number: \_\_\_\_\_

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

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

Strike Price per SAR Share: \_\_\_\_\_

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

Total Strike Price: \_\_\_\_\_

Term/Expiration Date: \_\_\_\_\_

Vesting Schedule: This SAR shall become vested as to the SAR Shares in accordance with the following schedule:

- As to \_\_\_\_\_ of the SAR Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.
- As to \_\_\_\_\_ of the SAR Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.
- As to \_\_\_\_\_ of the SAR Shares on \_\_\_\_\_, 20\_\_, but only if the Participant remains in continuous Service through such date.

## II. AGREEMENT

### A. Grant of SAR.

The Board hereby grants to the Participant named in the Notice of Grant contained in Part I of this SAR Agreement (the "Notice of Grant") a SAR with respect to the SAR Shares set forth in the Notice of Grant, at the strike price per SAR Share set forth in the Notice of Grant (the "Strike Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 12 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this SAR Agreement, the terms and conditions of the Plan shall prevail.

### B. Vesting of SAR Shares.

(a) Vesting Schedule. The SAR Shares that shall have vested at any time in accordance with the terms of the Vesting Schedule set forth in the Notice of Grant are referred to as "Vested Shares," and the SAR Shares that shall not have vested are referred to as "Unvested Shares." All of the SAR Shares are Unvested Shares as of the date of this SAR Agreement.

(b) Accelerated Vesting Upon a Corporate Transaction. In the event of the completion of a Corporate Transaction, all Unvested Shares shall automatically vest and become Vested Shares immediately prior to the completion of the Corporate Transaction.

(c) Termination of Unvested Shares upon Early Termination of Service. If the Participant ceases to remain in Service for any reason, (i) this SAR shall immediately and automatically cease to be exercisable for any Unvested Shares as of such employment termination and (ii) the Participant shall immediately and automatically cease to have any right under this SAR with respect to Unvested Shares as of such employment termination date. In such event, this SAR Agreement shall remain in full force and effect with respect to any Vested Shares.

### C. Exercise of SAR.

(a) Right to Exercise. This SAR is exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and the applicable provisions of the Plan and this SAR Agreement.

(b) Method of Exercise. This SAR is exercisable by delivery to the Company of an exercise notice in substantially the form attached hereto as Exhibit A, or such other form as the Board may approve (the "Exercise Notice"), which shall state the election to exercise this SAR, the number of SAR Shares in respect of which this SAR is being exercised (the "Exercised SAR Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. A SAR shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice.

(c) Method of Payment. The appreciation distribution with respect to this SAR may be paid to Participant, at the discretion of the Board, by any of the following methods:

1. shares of Common Stock;
2. cash; or
3. in any combination of shares of Common Stock and cash.

No shares of Common Stock shall be issued pursuant to the exercise of this SAR unless such issuance and exercise complies with Applicable Laws. Assuming such compliance, for income tax purposes the Common Stock shall be considered transferred to the Participant on the date the SAR is exercised with respect to the Exercised SAR Shares.

D. Non-Transferability of SAR.

This SAR may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Participant only by the Participant. The terms of the Plan and this SAR Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Participant.

E. Exercise Period; Term of SAR.

This SAR may be exercised for three months after Participant ceases to provide Services, to the extent this SAR was exercisable on the date Participant ceases to provide Services. In no event, however, shall this SAR be exercised later than the Term/Expiration Date set out in the Notice of Grant.

F. Withholding Taxes.

Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining the Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the SAR exercise. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver to Participant the payment set forth in Part II(C)(c), above, if such withholding amounts are not delivered to Company at the time of exercise.

G. Entire Agreement; Governing Law.

The Plan and this SAR Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and the Participant. This SAR Agreement is governed by the internal substantive laws, but not the choice of law rules, of Nevada.

H. NO GUARANTEE OF CONTINUED SERVICE.

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SAR SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING IN SERVICE AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED A SAR OR ACQUIRING SHARES OF COMMON STOCK HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS SAR AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE PARTICIPANT'S SERVICE AT ANY TIME, WITH OR WITHOUT CAUSE.

By your signature and the signature of the Company's representative below, you and the Company agree that this SAR is granted under and governed by the terms and conditions of the Plan and this SAR Agreement. By your signature below, you acknowledge and agree that you have reviewed the Plan and this SAR Agreement in their entirety, have had an opportunity to obtain the advice of counsel prior to executing this SAR Agreement and fully understand all provisions of the Plan and this SAR Agreement. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions relating to the Plan and this SAR Agreement. You further agree to notify the Company upon any change in the residence address indicated below.

This SAR Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

*[Signature page follows]*

PARTICIPANT:

READING INTERNATIONAL, INC.

Signature

By:

Name:

Title:

Print Name

Residence Address:

EXHIBIT A

NOTICE OF EXERCISE OF STOCK APPRECIATION RIGHT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tax I. D. No.: \_\_\_\_\_  
Date: \_\_\_\_\_

Reading International, Inc.  
Attention: Corporate Secretary  
500 Citadel Drive, Suite 300  
Commerce, California 90040

Re: Exercise of Stock Appreciation Right ("SAR")

Gentlemen:

I elect to exercise \_\_\_\_\_ shares of Common Stock equivalents ("Exercised SAR Shares") of Reading International, Inc. (the "Company") pursuant to the Reading International, Inc. SAR Agreement dated \_\_\_\_\_ and the Reading International, Inc. 20\_\_ Stock Incentive Plan. The exercise of the foregoing Exercised SAR Shares will take place on the Exercise Date, which will be as soon as practicable following the date this notice and all other necessary forms are received by the Company, unless I specify a later date (not to exceed 30 days following the date of this notice).

On or before the Exercise Date, I will pay any applicable tax withholding obligations, as provided in the SAR Agreement and the Plan, for the full tax withholding amount.

If the Company decides to pay via shares of Common Stock of the Company all or a portion of the appreciation distribution with respect to the Exercised SAR Shares, please deliver the stock certificate to me.

*[Signature page follows]*

Very truly yours,

---

AGREED TO AND ACCEPTED:

READING INTERNATIONAL, INC.

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

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

Number of Exercised SAR Shares: \_\_\_\_\_

Number of SAR Shares Remaining: \_\_\_\_\_

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



TROYGOULD PC  
1801 Century Park East, 16<sup>th</sup> Floor  
Los Angeles, California 90067-2367

May 26, 2010

Reading International, Inc.  
500 Citadel Drive, Suite 300  
Commerce, California 90040

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Reading International, Inc., a Nevada corporation (the "Company"), in connection with a Registration Statement on Form S-8 (the "Registration Statement") that the Company intends to file with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on or about May 26, 2010 for the purpose of registering the offer and sale of up to 1,250,000 shares (the "Shares") of its Class A Nonvoting Common Stock, par value \$0.01 per share, issuable under the Company's 2010 Stock Incentive Plan (the "Plan"). This opinion letter is being given to you pursuant to your request.

As a basis for rendering our opinion expressed below, we have reviewed originals or copies of originals, certified or otherwise identified to our satisfaction, of (i) the Registration Statement, (ii) the Plan, (iii) the Company's Amended and Restated Articles of Incorporation and Amended and Restated Bylaws, each as amended to date, (iv) minutes or resolutions of the Company's Board of Directors and stockholders pertaining to the adoption of the Plan and issuance of the Shares, the Registration Statement and related matters, and (v) such other certificates of public officials, certificates of officers of the Company and other documents as we have considered necessary or appropriate as a basis for rendering our opinion.

With your permission, in order to render our opinion, we have made and relied upon such customary assumptions as we have deemed necessary or appropriate without any independent investigation or inquiry by us. Among other things, we have assumed that: all signatures on documents reviewed by us are genuine; all documents submitted to us as originals are authentic; and all documents submitted to us as copies conform to the originals of such documents, and such originals are authentic.

The law covered by our opinion is limited to the laws of the State of Nevada. We neither express nor imply any opinion with respect to any other laws or the laws of any other jurisdiction, and we assume no responsibility with respect to the application or effect of any such laws.

This opinion letter is limited to the opinion expressly stated below, does not include any implied opinions and is rendered as of the date hereof. We do not undertake to advise you of matters that may come to our attention subsequent to the date hereof and that may affect our opinion, including, without limitation, future changes in applicable law.

Based upon and subject to all of the foregoing, we are of the opinion that all Shares that are issued, delivered and paid for in accordance with the terms and conditions of the Registration Statement and the Plan will be validly issued, fully paid and nonassessable.

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

Very truly yours,

/s/ TroyGould PC

TROYGOULD PC

## 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 March 12, 2010, relating to the consolidated financial statements and financial statement schedule of Reading International, Inc. and subsidiaries, and the effectiveness of Reading International, Inc. and subsidiaries internal control over financial reporting appearing in the Annual Report on Form 10-K of Reading International, Inc. and subsidiaries for the year ended December 31, 2009.

/s/ DELOITTE & TOUCHE LLP

Los Angeles, California  
May 26, 2010

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 (No. 333-36277) of Reading International, Inc. of our report dated February 11, 2008 relating to the financial statements of 205-209 East 57<sup>th</sup> Street Associates, LLC, which appears in the Reading International, Inc. Annual Report on Form 10-K for the year ended December 31, 2009.

/s/ PricewaterhouseCoopers LLP

New York, New York  
May 25, 2010

Consent of Independent Auditors

The Management Committee and Joint Venturers  
Mt. Gravatt Cinemas Joint Venture:

We consent to the use of our report dated March 13, 2008, with respect to the income statement, statement of changes in members' equity, and statement of cash flows of Mt. Gravatt Cinemas Joint Venture for the year ended December 31, 2007, which report appears in the December 31, 2009 annual report on Form 10-K of Reading International, Inc., incorporated herein by reference.

/s/ KPMG

Sydney, Australia  
May 26, 2010