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

**FORM S-8**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

**Reading International, Inc.**

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(Exact name of registrant as specified in its charter)

**Nevada**

**95-3885184**

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(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

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**5995 Sepulveda Blvd., Suite 300, Culver City, California**

**90230**

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(Address of Principal Executive Offices)

(Zip Code)

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**Reading International, Inc. 2020 Stock Incentive Plan**

(Full title of the plan)

**S. Craig Tompkins**

**General Counsel**

**Reading International, Inc.**

**5995 Sepulveda Blvd., Suite 300**

**Culver City, California 90230**

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(Name and address telephone number of agent for service)

**(213) 235-2240**

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(Telephone number, including area code, of agent for service)

Copies to:

**Michael J. Bonner**

**John C. Jeppsen**

**Greenberg Traurig, LLP**

**10845 Griffith Peak Drive, Suite 600**

**Las Vegas, Nevada 89135**

**(702) 792-3773**

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

Large accelerated filer

Accelerated filer

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

Smaller reporting company

Emerging growth company

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

#### CALCULATION OF REGISTRATION FEE

Title 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	Amount of registration fee <sup>(3)</sup>
Class A Nonvoting Common Stock, \$0.01 par value	2,121,296 shares	\$6.00	\$12,727,776.00	\$1,388.60
Class A Nonvoting Common Stock, \$0.01 par value, currently subject to options under the Reading International, Inc. 2020 Stock Incentive Plan	38,803 shares	\$4.66	\$180,821.98	\$19.73
Class A Nonvoting Common Stock, \$0.01 par value, currently subject to restricted stock units under the Reading International, Inc. 2020 Stock Incentive Plan	114,803 shares	\$6.00	\$688,818.00	\$75.15
Class B Voting Common Stock, \$0.01 par value	200,000 shares	\$20.00	\$4,000,000.00	\$436.40

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also registers, in addition to the number of shares stated above, an indeterminate number of additional shares of Class A Nonvoting Common Stock, \$0.01 par value (“Class A Stock”) and of Class B Voting Common Stock, \$0.01 par value (“Class B Stock”) and together with the Class A Stock, the “Common Stock”) of the Registrant which may become issuable under the Reading International, Inc. 2020 Stock Incentive Plan (the “Plan”) in connection with certain corporate transactions or events, including any recapitalization, reorganization, merger, consolidation, spin-off, stock dividend, stock split, or any other similar transaction effected which results in an increase in the number of the outstanding shares of Common Stock.
- (2) Calculated solely for the purpose of computing the registration fee as follows: (i) with respect to the 38,803 shares of Class A Stock issuable under stock options granted under the Plan, under Rule 457(h) on the basis of the weighted average exercise price (\$4.66) of the outstanding options; (ii) with respect to the 114,803 shares of Class A Stock issuable under restricted stock units awarded under the Plan, under Rule 457(c) on the basis of the average of the high (\$6.15) and low (\$5.85) sales prices per share of Class A Stock as reported on The NASDAQ Capital Market on March 25, 2021; (iii) with respect to the 2,121,296 authorized and unissued shares of Class A Stock under the Plan, under Rule 457(c) on the basis of the average of the high (\$6.15) and low (\$5.85) sales prices per share of Class A Stock as reported on The NASDAQ Capital Market on March 25, 2021; and (iv) with respect to the 200,000 authorized and unissued shares of Class B Stock under the Plan, under Rule 457(c) on the basis of the average of the high (\$20.00) and low (\$20.00) sales prices per share of Class B Stock on The NASDAQ Capital Market on March 25, 2021.
- (3) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(c) and (h) under the Securities Act.

## EXPLANATORY NOTE

This Registration Statement on Form S-8 is filed by Reading International, Inc. (the "Corporation") to register (i) 2,274,902 shares of Class A Stock; and (ii) 200,000 shares Class B Stock, issuable under the Reading International, Inc.'s 2020 Stock Incentive Plan.

### PART I

#### INFORMATION REQUIRED IN THE NEW SECTION 10(a) PROSPECTUS

Information required by Part I to be contained in the Section 10(a) Prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act, and the "Note" to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be sent or given to participants of Reading International, Inc.'s 2020 Stock Incentive Plan, as specified by Rule 428(b)(1) under the Securities Act.

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

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

The following documents, which have previously been filed by the Corporation with the Securities and Exchange Commission (the "Commission"), are incorporated by reference herein and shall be deemed to be a part hereof:

(a)	The Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the Commission on March 31, 2021, which contains the Corporation's audited financial statements for the Corporation's latest fiscal year for which such statements have been filed; and
(b)	The description of the Common Stock set forth under the caption "Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934" in Exhibit 4.1 of the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the Commission on March 31, 2020 (file no. 1-8625), together with any amendment or report filed with the Commission for the purpose of updating such description.

In addition, all documents subsequently filed by the Corporation pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the effectiveness of this Registration Statement and, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the respective date of filing of such documents. The Corporation's Exchange Act file number with the Commission is 1-8625. Unless expressly incorporated into this Registration Statement, a report (or portion thereof) furnished on Form 8-K prior or subsequent to the date hereof shall not be incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

##### Item 4. Description of Securities

Not Applicable.

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

Not Applicable.

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

Nevada law permits a Nevada corporation, such as the Corporation, to indemnify its directors and officers in certain circumstances. Specifically, Section 78.7502 of the Nevada Revised Statutes provides as follows:

- (1) A corporation may indemnify pursuant to this subsection any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person: (a) is not liable pursuant to Nevada Revised Statutes 78.138; or (b) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person is liable pursuant to Nevada Revised Statutes 78.138 or did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, or that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that the conduct was unlawful.
- (2) A corporation may indemnify pursuant to this subsection any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person: (a) is not liable pursuant to Nevada Revised Statutes 78.138; or (b) acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification pursuant to this section may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of any appeals taken therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.
- (3) Any discretionary indemnification pursuant to this section, unless ordered by a court or advanced pursuant to subsection 2 of Nevada Revised Statutes 78.751, may be made by the corporation only as authorized in each specific case upon a determination that the indemnification of a director, officer, employee or agent of a corporation is proper under the circumstances. The determination must be made by: (a) The stockholders; (b) The board of directors, by majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding; or (c) Independent legal counsel, in a written opinion, if: (1) A majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding so orders; or (2) A quorum consisting of directors who were not parties to the action, suit or proceeding cannot be obtained."

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

The Corporation's bylaws also provide that it will advance expenses (including attorneys' fees) incurred by an officer, director employee or agent defending an action, suit or proceeding, upon receipt of an undertaking by or on behalf of such officer, director, employee or agent to repay such amount if that officer, director, employee or agent is ultimately determined by a court of competent jurisdiction to not be entitled to indemnification.

The Corporation has entered into separate indemnification agreements with certain of its current and former directors and officers. The indemnification agreements provide generally that the Corporation will indemnify and advance expenses to the fullest extent permitted by the laws of the State of Nevada. Each director and officer party to an indemnification agreement is entitled to be indemnified against all expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes and amounts paid or payable in settlement actually and reasonably paid or incurred.

In addition, the Corporation maintains directors' and officers' liability insurance which insures against liabilities that its directors and officers may incur in such capacities.

#### **Item 7. Exemption From Registration Claimed**

Not Applicable.

#### **Item 8. Exhibits**

##### **Exhibit No. Description**

4.1*	<a href="#">Reading International, Inc. Amended and Restated Articles of Incorporation, effective as of August 6, 2014 (incorporated by reference to Exhibit 3.1 of Reading's Annual Report on Form 10-K (file no. 1-8625) for the year ended December 31, 2015, as filed on April 29, 2016).</a>
4.2*	<a href="#">Reading International, Inc. Amended and Restated Bylaws, effective as of November 7, 2017 (incorporated by reference to Exhibit 3.2 of Reading's Annual Report on Form 10-K (file no. 1-8625) for the year ended December 31, 2017, as filed on March 16, 2018).</a>
5.1	<a href="#">Opinion of Greenberg Traurig, LLP.</a>
23.1	<a href="#">Consent of Greenberg Traurig, LLP (contained in Exhibit 5.1).</a>
23.2	<a href="#">Consent of Grant Thornton LLP, Independent Registered Public Accounting Firm.</a>
24.1	<a href="#">Power of Attorney (included in signature page hereto).</a>
99.1	<a href="#">Reading International, Inc. 2020 Stock Incentive Plan (incorporated by reference to Appendix A of Reading's Proxy Statement filed on November 6, 2020).</a>

\* Incorporated by reference.

#### **Item 9. Undertakings**

(a) The undersigned registrant hereby undertakes:

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

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

- (ii) To reflect in the prospectus any facts or events arising after the effective date of the 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 the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the 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 reports filed with or furnished to the Commission by the Corporation pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Corporation's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the 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 may be permitted to directors, officers and controlling persons of the Corporation pursuant to the foregoing provisions, or otherwise, the Corporation has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Corporation of expenses incurred or paid by a director, officer or controlling person of the Corporation 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 Corporation 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 Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, Reading International, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Culver City, California, on March 31, 2021.

### Reading International, Inc.

By: /s/ Gilbert Avanes  
Gilbert Avanes  
Chief Financial Officer

Each person whose signature appears below constitutes and appoints Gilbert Avanes and Ellen M. Cotter, and each or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, severally, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons on behalf of the Corporation and in the capacities and on the dates indicated:

<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>
<u>/s/ Ellen M. Cotter</u> Ellen M. Cotter	President, Chief Executive Officer and Director (Principal Executive Officer)	March 31, 2021
<u>/s/ Gilbert Avanes</u> Gilbert Avanes	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	March 31, 2021
<u>/s/ Steve Lucas</u> Steve Lucas	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	March 31, 2021
<u>/s/ Margaret Cotter</u> Margaret Cotter	Chairman of the Board and Director	March 31, 2021
<u>/s/ Guy W. Adams</u> Guy W. Adams	Director	March 31, 2021
<u>/s/ Edward L. Kane</u> Edward L. Kane	Director	March 31, 2021
<u>/s/ Douglas J. McEachern</u> Douglas J. McEachern	Director	March 31, 2021
<u>/s/ Dr. Judy Codding</u> Dr. Judy Codding	Director	March 31, 2021
<u>/s/ Michael Wrotniak</u> Michael Wrotniak	Director	March 31, 2021



March 31, 2021

READING INTERNATIONAL, INC.  
5995 Sepulveda Blvd.  
Suite 300  
Culver City, California 90230

Re: *Registration on Form S-8 for the Reading International, Inc. 2020 Stock Incentive Plan*

Ladies and Gentlemen:

On or about the date hereof, Reading International, Inc., a Nevada corporation (the "Company"), transmitted for filing with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance, offering and/or sale by the Company of up to an aggregate of 2,274,902 shares of Class A nonvoting common stock, par value \$0.01 per share (the "Class A Shares"), and 200,000 shares of Class B voting common stock, par value \$0.01 per share (the "Class B Shares" and together with the Class A Shares, the "Shares"), of the Company, reserved for issuance from time to time under the Company's 2020 Stock Incentive Plan (the "Plan"). We have acted as counsel to the Company in connection with the preparation and filing of the Registration Statement.

In connection with the preparation of the Registration Statement and this opinion letter, we have examined the proceedings taken by the Company in connection with the adoption of the Plan and the authorization of the issuance of the Shares, and such documents as we have deemed necessary to render this opinion. For the purpose of the opinion rendered below, we have assumed that in connection with the issuance of the Shares, the Company will receive consideration in an amount not less than the aggregate par value of the Shares covered by each such issuance.

In rendering the opinions set forth below, we have assumed without investigation the genuineness of all signatures and the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies, and the veracity of all documents submitted to us. As to questions of fact material to the opinions hereinafter expressed, we have relied upon the representations and warranties of the Company made in the documents submitted to us.

Based upon the foregoing examination, and subject to the qualifications set forth below, we are of the opinion that the Shares have been duly authorized and, when issued, delivered and paid for in accordance with the provisions of the Plan, will be validly issued, fully paid and non-assessable.

The opinions expressed above are limited to the Chapter 78 of the Nevada Revised Statutes which includes the statutory provisions thereof as well as all applicable provisions of the Constitution of the State of Nevada and reported judicial decisions interpreting these laws. Our opinion is rendered only with respect to laws, and the rules, regulations and orders thereunder, which are currently in effect.

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

Very truly yours,

/s/ Greenberg Traurig, LLP

GREENBERG TRAUIG, LLP

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March 31, 2021

READING INTERNATIONAL, INC.  
5995 Sepulveda Blvd.  
Suite 300  
Culver City, California 90230

Re: *Registration on Form S-8 for the Reading International, Inc. 2020 Stock Incentive Plan*

Ladies and Gentlemen:

On or about the date hereof, Reading International, Inc., a Nevada corporation (the "Company"), transmitted for filing with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the issuance, offering and/or sale by the Company of up to an aggregate of 2,274,902 shares of Class A nonvoting common stock, par value \$0.01 per share (the "Class A Shares"), and 200,000 shares of Class B voting common stock, par value \$0.01 per share (the "Class B Shares" and together with the Class A Shares, the "Shares"), of the Company, reserved for issuance from time to time under the Company's 2020 Stock Incentive Plan (the "Plan"). We have acted as counsel to the Company in connection with the preparation and filing of the Registration Statement.

In connection with the preparation of the Registration Statement and this opinion letter, we have examined the proceedings taken by the Company in connection with the adoption of the Plan and the authorization of the issuance of the Shares, and such documents as we have deemed necessary to render this opinion. For the purpose of the opinion rendered below, we have assumed that in connection with the issuance of the Shares, the Company will receive consideration in an amount not less than the aggregate par value of the Shares covered by each such issuance.

In rendering the opinions set forth below, we have assumed without investigation the genuineness of all signatures and the authenticity of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as copies, and the veracity of all documents submitted to us. As to questions of fact material to the opinions hereinafter expressed, we have relied upon the representations and warranties of the Company made in the documents submitted to us.

Based upon the foregoing examination, and subject to the qualifications set forth below, we are of the opinion that the Shares have been duly authorized and, when issued, delivered and paid for in accordance with the provisions of the Plan, will be validly issued, fully paid and non-assessable.

The opinions expressed above are limited to the Chapter 78 of the Nevada Revised Statutes which includes the statutory provisions thereof as well as all applicable provisions of the Constitution of the State of Nevada and reported judicial decisions interpreting these laws. Our opinion is rendered only with respect to laws, and the rules, regulations and orders thereunder, which are currently in effect.

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

Very truly yours,

/s/ Greenberg Traurig, LLP

GREENBERG TRAUIG, LLP

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 31, 2021 with respect to the consolidated financial statements and internal control over financial reporting of Reading International, Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2020, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned reports in this Registration Statement.

/s/ Grant Thornton LLP

Los Angeles, California  
March 31, 2021

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2020 STOCK INCENTIVE PLAN STOCK OPTION AGREEMENT

[Director]

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. (“Reading” or the “Company”) 2020 Stock Incentive Plan, as amended (the “Plan”).

**I. NOTICE OF STOCK OPTION GRANT**

Name: [\_\_\_\_\_]

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 shares of the Company’s Class A Non-voting Common Stock (“Option Shares”), as follows:

Date of Grant: [\_\_\_\_\_] , 20[\_\_\_]

Vesting Commencement Date: [\_\_\_\_\_] , 20[\_\_\_]

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: [\_\_\_\_\_] , 20[\_\_\_]

Vesting Schedule:                   The Option shall become vested and exercisable in accordance with the following schedule: Subject to the limitations set forth in this Option Agreement and the Plan, this Option will vest on the first to occur of (i) 5:00 pm, Los Angeles, CA time on the last business day prior to the one-year anniversary of the Date of Grant if Optionee continues to provide or meet the requirement of “Service” under the Plan during such time period; or (ii) the date on which the Optionee has served such Optionee’s full term as a Director (the “Vesting Date”).

## II. AGREEMENT

### A. Grant of Option.

(a) 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.

(b) 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) Termination of Unvested Shares Upon Early Termination of Service As Director. Subject to subparagraph (c) hereof, if the Optionee ceases to serve as a Director of the Company prior to the Vesting Date for any reason, (i) the Option shall immediately and automatically cease to be exercisable for any Unvested Shares as of the date of termination of service as a Director and (ii) the Optionee shall immediately and automatically cease to have any right under the Option with respect to Unvested Shares as of the date of termination of service as a Director. In such event, this Option Agreement shall remain in full force and effect with respect to any Vested Shares.

(c) Board Discretion of Vesting. Upon recommendation of the Compensation and Stock Options Committee of the Board of Directors (the "Board"), the Board may take one or more actions that it finds in the best interest of the Company based on the applicable facts and circumstances with respect to vesting.

### C. Acceleration of Vesting.

(a) In the event of Optionee's death or Disability (as defined in the Plan), all Unvested Options shall immediately vest as of the date of death or Disability.

(b) In the event that, within twenty-four months after a Change in Control, Optionee service as a Director is terminated by the Company or any successor Person, or Resigns For Good Reason, and the Optionee is not a Participant in such Change in Control, the vesting of all Unvested Options which are not otherwise fully vested shall automatically accelerate so that all such Unvested Options shall, immediately when the Optionee service as a Director is terminated or Resigns for Good Reason, become fully vested, free of all restrictions.

(c) In the event of a Corporate Transaction in which the Unvested Options are not to be Appropriately Replaced at or prior to the effective time of such Corporate Transaction, the vesting of all Unvested Options which are not otherwise fully vested shall automatically accelerate so that all such

Unvested Options shall, immediately prior to the effective time of the Corporate Transaction, become fully vested, free of all restrictions.

(d) In the event that, within twenty-four months after a Corporate Transaction at or prior to which the Unvested Options have been Appropriately Replaced, Optionee service as a Director is terminated by the Company or any successor Person, or Resigns For Good Reason, and the Optionee is not a Participant in such Corporate Transaction, the vesting of all Unvested Options (or the substitute awards by which the Unvested Options are Appropriately Replaced) which are not otherwise fully vested shall automatically accelerate so that all such Unvested Options (or such substitute awards) shall, immediately when the Optionee's service as a Director is terminated or Resigns For Good Reason, become fully vested, free of all restrictions.

(e) For purposes of this Section II.C.:

i. Unvested Options shall be considered "Appropriately Replaced" if, in addition to providing for acceleration as provided in clause (d) of this Section II.C., at or prior to the Corporate Transaction, in the judgment of the Committee as constituted at the time the Corporate Transaction is proposed or announced to the Company (the "Evaluating Committee"), the Unvested Options or a substituted award will confer the right to receive, for each share of Common Stock that may be received pursuant to the Unvested Options existing immediately prior to the Corporate Transaction, on substantially the same vesting and other terms and conditions (including acceleration if the Optionee is Terminated Without Cause or Resigns For Good Reason) as were applicable to the Unvested Options immediately prior to the Corporate Transaction, the consideration (whether stock, cash or other securities or property) to be received in the Corporate Transaction by holders of Common Stock for each such share held on the effective date of such transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if such consideration to be received in the transaction constituting a Corporate Transaction is not solely cash and/or common stock of the successor company or its parent or subsidiary, the Evaluating Committee may, if the obligations are to be assumed by the successor company, or its parent or subsidiary, approve that the consideration to be received upon the exercise or vesting of the Unvested Options (or the substituted award) will be common stock of the successor company or its parent or subsidiary substantially equal in fair market value to the per-share consideration received by holders of Common Stock in the transaction constituting a Corporate Transaction. The determination of such substantial equality of value of consideration shall be made by the Evaluating Committee in its sole discretion and its determination shall be conclusive and binding.

ii. The term "Change in Control" shall mean:

A. a change, after the Grant Date, in the composition of the Board such that the Incumbent Board ceases for any reason to constitute at least a majority of the Board; or

B. after the Grant Date a Person (as defined below) other than a Permitted Holder (as defined below) becomes the "Beneficial Owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of securities of the Company representing in the aggregate thirty percent (30%) or more of the then outstanding Voting Securities of the Company; provided, however, that a Change in Control shall not be deemed to have occurred for purposes of this clause (B) solely as the result of:

(1) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted itself was acquired directly from the Company,

- (2) any repurchase of securities by the Company,
- (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company, and
- (4) any acquisition pursuant to a transaction that is excluded from the definition of Corporate Transaction pursuant to approval by the Incumbent Board.

iii. The term “Corporate Transaction” shall mean:

A. the consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company, whether directly or indirectly through the sale of any one or more of the Company’s subsidiaries or the assets of such one or more subsidiaries; excluding, however, any such transaction approved by the Incumbent Board (as defined below); or

B. the liquidation or dissolution of the Company.

iv. The term “Incumbent Board” shall mean the individuals who, as of the Grant Date, constitute the entire Board together with any individual(s) who becomes a member of the Board subsequent to the Grant Date, whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the then-Incumbent Board (or deemed to be such pursuant to this proviso); provided, however, that any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board shall not be so considered as a member of the Incumbent Board.

v. The term “Participant” in a Change in Control or a Corporate Transaction shall mean any Person who, after such Change in Control or Corporate Transaction either (a) is or controls any Person whose acquisition or control of securities of the Company gives rise to the Change in Control pursuant to Section II.C.(e)(ii)(B) above, or (b) is or controls any Permitted Holder as of the effective date of such Change in Control or Corporate Transaction but was not or did not control such Permitted Holder as of the date hereof.

vi. The term “Permitted Holder” shall mean (a) the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company, (b) any Person who, since the Grant Date, has continuously been the Beneficial Owner of not less than thirty percent (30%) of the Voting Securities, or (c) any Person controlled, directly or indirectly, by one or more of the foregoing Persons referred to in the immediately preceding clause (b).

vii. The term “Person” shall mean any individual (whether acting in an individual capacity or in a representative capacity so as to have sole or shared voting power of Voting Securities), entity (including, without limitation, any corporation, charitable or not-for profit corporation, private foundation, partnership, limited liability company, trust (including, without limitation, any private, charitable or split-interest trust), joint venture, association or governmental body) or group (as defined in Section 13(d)(3) or 14(d)(2) of the Exchange Act and the rules and regulations thereunder.

viii. The term “Resigns For Good Reason” shall mean the termination by Optionee of Optionee’s Services or election not to continue to provide such Services for Good Reason. The term “Good Reason” shall mean in the case of a Director: (A) any material, adverse change in the Optionee’s compensation or work arrangements as a Director under the control of the Company, (B) any reduction in

Optionee's indemnification rights and/or insurance coverage if such rights or coverage are a contractual obligation of the Company for the benefit of the consultant, or (C) any material, adverse change under the control of the Company in the manner or location required for the performance of Optionee's Services as a Director; provided, however, that Optionee shall give written notice to the Company or the successor entity of any events giving that would constitute Good Reason within ninety (90) days of date on which such facts or events arise, the Company or such successor shall have not less than thirty (30) days' opportunity to cure, and Optionee shall terminate his or her service as a Director not later than thirty (30) days of the failure of the Company or such successor to timely cure.

ix. Services shall mean Optionee's services as a Director of the Company or any successor.

x. The term "Voting Securities" shall mean all securities of a corporation having the right under ordinary circumstances to vote in an election of the board of directors of such corporation, or other interests having comparable rights to elect managers or fiduciary persons or boards in noncorporate entities. As of the date hereof, the Voting Securities of the Company includes the shares of Class 8 Common Stock of the Company.

D. 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 II(D)(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 and Consideration. Payment of the aggregate Exercise Price shall be by any method permitted under the Plan by the payment or transfer of any Consideration permitted under the Plan.

E. Non-Transferability of Option.

This Option may not be transferred in any manner other 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, 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 Optionee or otherwise, 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.

F. Exercise Period; Term of Option.

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

(b) Extension of Termination Date. If following the Director's termination of Service for any reason the exercise of the Option is prohibited because the exercise of the Option would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the expiration of the Option shall be tolled until the date that is thirty (30) days after the end of the period during which the exercise of the Option would be in violation of such registration or other securities requirements.

G. 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/or foreign income and employment tax withholding requirements applicable to the Option exercise as provided in the Plan (including, without limitation, the withholding of Shares otherwise issuable upon exercise of the applicable Option). 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 (either in cash, or by withholding of Shares otherwise issuable upon exercise of the applicable Option or through such other method of satisfaction as may be provided under the Plan) at the time of exercise. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility and the Company: (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (ii) does not commit to structure the Option to reduce or eliminate the Director's liability for Tax-Related Items.

(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.

H. 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.

I. NO GUARANTEE OF CONTINUED RETENTION.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING



RETENTION THROUGH THE VESTING DATE (AND NOT THROUGH THE ACT OF 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 RETENTION AS A DIRECTOR FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL.

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

EXHIBIT A

NOTICE OF EXERCISE OF OPTION TO PURCHASE  
COMMON STOCK

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

Reading International, Inc.  
Attention: Corporate Secretary  
5995 Sepulveda Blvd, Suite 300  
Culver City, California 90230

Re: Exercise of Stock Option

Ladies and Gentlemen:

I elect to purchase \_\_\_\_\_ shares of Class A Non-voting Common Stock of Reading International, Inc. (the "Company") pursuant to the Reading International, Inc. Stock Option Agreement dated \_\_\_\_\_ and the Reading International, Inc. 2020 Stock Incentive Plan, as amended. 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 \$\_\_\_\_\_.

Other Company Shares: by delivering for surrender or delivering of an assignment of other shares of the Company's Common Stock of the same class as the Shares, as provided in the Plan.

Net Exercise: as provided in the Plan.

Approved Cashless Exercise: as provided in the Plan.

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.

Exhibit A

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On or before the Exercise Date, I will pay (or otherwise provide for as provided in the Plan) any applicable tax withholding obligations.

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: \_\_\_\_\_

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

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

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

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

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

Exhibit A

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