

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K/A

Amendment No. 2

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2024

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission file number: 1-8625

Reading International, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Nevada

(State or Other Jurisdiction of Incorporation or Organization)

189 Second Avenue, Suite 2S, New York, New York

(Address of Principal Executive Offices)

95-3885184

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

10003

(Zip Code)

(213) 235-2240

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class
Class A Non-Voting Common Stock, \$0.01 Par Value
Class B Voting Common Stock, \$0.01 Par Value

Trading Symbol
RDI
RDIB

Name Of Each Exchange On Which Registered
NASDAQ
NASDAQ

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Non-accelerated filer

Emerging growth company

Accelerated filer

Smaller reporting 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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).
Yes No

As of June 28, 2024 (the last business day of the registrant's most recently completed second fiscal quarter), the aggregate market value of the registrant's voting and non-voting common equity held by non-affiliates based on the closing price on that date as reported by the Nasdaq Stock Market was \$37,083,486.

As of March 28, 2025, there were 20,603,203 shares of Class A Non-Voting Common Stock, par value \$0.01 per share, and 1,680,590 shares of Class B Voting Common Stock, par value \$0.01 per share, outstanding.

Documents Incorporated by Reference

None.

EXPLANATORY NOTE

This Amendment No. 2 on Form 10-K/A (this "Form 10-K/A") amends our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, originally filed with the U.S. Securities and Exchange Commission (the "SEC") on March 31, 2025, as amended by Amendment No. 1 on Form 10-K/A filed with the SEC on April 21, 2025 (as amended, the "2024 Form 10-K"). We are filing this Form 10-K/A to amend and restate the Exhibit Index (including the filing of new certifications as required by Section 302 of the Sarbanes-Oxley Act of 2002, as amended, in accordance with Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended) in Item 15 of Part IV of the 2024 Form 10-K to include new Exhibits 10.42, 10.43, 10.44 and 10.45, and to include the information required by Items 10 through 14 of Part III that were not included in the 2024 Form 10-K, as we will not file a definitive proxy statement containing such information within 120 days after the end of the fiscal year ended December 31, 2024.

Our board of directors has not yet set a date for the Company's 2025 Annual Meeting of Stockholders (the "Annual Meeting").

This Form 10-K/A amends and restates in their entirety Items 10 through 14 of Part III and the Exhibit Index (including the filing of new certifications as required by Section 302 of the Sarbanes-Oxley Act of 2002, as amended (the "Sarbanes-Oxley Act") in accordance with Rule 13a-14(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of our 2024 Form 10-K. The disclosure regarding Item 13 clarifies in certain respects the disclosure set forth in Note 21 to the financial statements filed as a part of our 2024 Form 10K with respect to Sutton Hill Properties, LLC. Except as otherwise expressly noted above, this Form 10-K/A does not amend any other information set forth in the 2024 Form 10-K. This Form 10-K/A continues to speak as of the date of the 2024 Form 10-K and, except where expressly noted, we have not updated disclosures contained herein or therein to reflect any events that occurred at a date subsequent to the date of the 2024 Form 10-K. Accordingly, this Form 10-K/A should be read in conjunction with the 2024 Form 10-K and our other filings with the SEC.

Because no financial statements have been included in this Form 10-K/A and this Form 10-K/A does not contain or amend any disclosure with respect to Item 307 or Item 308 of Regulation S-K, paragraphs 3, 4 and 5 of the certifications required by Section 302 of the Sarbanes-Oxley Act have been omitted.

Unless the context requires otherwise, all references to the "Company," "Reading," "we," "our" or "us" means Reading International, Inc., a Nevada corporation, and its consolidated subsidiaries.

Item 10 – Directors, Executive Officers and Corporate Governance

Directors

We have five (5) Directors. The names of our Directors, together with certain information regarding them, including stock ownership holdings current as of April 18, 2025, are as follows:

Name	Age	Position
Margaret Cotter	57	Chair of the Board and Executive Vice President, Real Estate Management and Development ⁽¹⁾
Ellen M. Cotter	59	Vice-Chair, Chief Executive Officer and President ⁽¹⁾
Guy W. Adams	74	Director ⁽²⁾⁽³⁾⁽⁶⁾⁽⁷⁾
Dr. Judy Coddling	80	Director ⁽¹⁾⁽²⁾⁽⁴⁾⁽⁹⁾
Douglas J. McEachern	73	Director ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁸⁾

(1) Member of the Executive Committee.

(2) Member of the Audit and Conflicts Committee.

(3) Member of the Compensation and Stock Options Committee.

(4) Member of the Special Independent Committee.

(5) Lead Independent Director.

(6) Lead Technology and Cyber Risk Director.

(7) Chair of the Executive Committee.

(8) Chair of the Audit and Conflicts Committee.

(9) Chair of Compensation and Stock Options Committee.

We currently have an Audit and Conflicts Committee (the "Audit Committee") and a Compensation and Stock Options Committee (the "Compensation Committee"), each composed entirely of Independent Directors. Douglas J. McEachern is our Lead Independent Director. Historically, our Lead Independent Director chairs meetings of the Independent Directors (typically held as a separate part of many of our board meetings) and acts as liaison between our Chair and our Independent Directors. We also currently have a four-member Executive Committee composed of our Chair, Vice-Chair, our Lead Technology and Cyber Risk Director (Guy W. Adams), and Director Dr. Judy Coddling. As a consequence of this structure, the concurrence of at least one non-management member of the Executive Committee is required in order for the Executive Committee to take action. We also currently have a two-member Special Independent Committee comprised of Director Dr. Judy Coddling and Director Douglas McEachern.

Margaret Cotter. Chair Margaret Cotter joined our Board on September 27, 2002, and currently serves as a member of our Executive Committee. She was elected Chair of our Board on December 8, 2020. Prior to this, Chair Cotter served as the Vice-Chair of our Board from August 7, 2014 to December 7, 2020. Since March 10, 2016, Chair Cotter was appointed by the Board as Executive Vice President-Real Estate Management and Development, at which time Chair Cotter became a full-time employee of our Company. Prior to 2016, Chair Cotter was the owner and President of OBI, LLC ("OBI"), which from 2002 until her appointment as Executive Vice President-Real Estate Management and Development, managed our live theatre operations under a management agreement, served as President of Liberty Theaters, LLC and provided management and various services regarding the development of our New York theatre and cinema properties. The OBI management agreement was terminated with the appointment of Chair Cotter as Executive Vice President-Real Estate Management and Development. In her position, Chair Cotter oversees the day-to-day development, management and leasing of our 44 Union Square property and other New York and Pennsylvania real estate holdings. Chair Cotter is also the President of our Live Theatres business and manages our live theatre operations. Chair Cotter has produced theatrical shows in Chicago and New York and was a long-term board member of the League of Off-Broadway Theaters and Producers.

Chair Cotter, a former prosecutor for the Brooklyn District Attorney in New York, graduated from Georgetown University and Georgetown University Law Center.

She is the sister of Vice-Chair Ellen M. Cotter. Chair Cotter is a Co-Executor of her father's estate, which is the record owner of Class A Non-Voting Common Stock and Class B Voting Common Stock. Chair Cotter is also a Co-Trustee of the James J. Cotter Living Trust ("Cotter Trust"), a Co-Trustee of the James J. Cotter Foundation ("Cotter Foundation"),

and the Sole Trustee of the James J. Cotter Education Trust #1, each of which is a record holder of shares of Class A Non-Voting Common Stock. Chair Cotter holds various positions in her family's agricultural enterprises. She is a director of Cecelia Packing Corporation (a Cotter family-owned citrus grower, packer and marketer). In her capacity as the Co-Executor of the Estate of James J. Cotter ("Cotter Estate"), Chair Cotter (together with her sister and Co-Executor, Ellen M. Cotter) holds various positions in various real estate entities that are part of her father's estate, which include, without limitation, acting as the 50% Cotter general partner of Sutton Hill Associates, which is the parent company of Sutton Hill Capital, L.L.C.

Chair Cotter brings to the Board her extensive experience as a live theatre operator, practical knowledge of managing unique entertainment properties, being an active member of the New York theatre community, and her insights into theatrical production trends. In addition, her oversight and management of our various real estate assets for over twenty-six (26) years supports Chair Cotter's ability to contribute to the strategic direction and operation of our assets.

Chair Cotter, a significant stakeholder in our Company, has sole voting control over 1,058,988 shares of Class B Stock and shared voting power with Ellen Cotter over 100,000 shares of Class B Stock, collectively representing 69% of the outstanding Class B stock of the Company.

Ellen M. Cotter. Vice-Chair Ellen M. Cotter joined our Board on March 13, 2013, and currently serves as a member of our Executive Committee. Vice-Chair Cotter served as Chair of our Board from August 7, 2014, until December 7, 2020. She served as our interim Chief Executive Officer and President from June 12, 2015, until January 8, 2016, when she was appointed our permanent Chief Executive Officer and President. She joined our Company in March 1998. Vice-Chair Cotter is the sister of Chair Margaret Cotter.

Vice-Chair Cotter is also a director of Cecelia Packing Corporation. In her capacity as the Co-Executor of the Cotter Estate, Vice-Chair Cotter (together with her sister and Co-Executor, Margaret Cotter) holds various positions in various real estate entities that are part of her father's estate, which include, without limitation, acting as the 50% general partner of Sutton Hill Associates, which is the parent company of Sutton Hill Capital, L.L.C.

Vice-Chair Cotter is a graduate of Smith College and holds a Juris Doctor from Georgetown University Law Center. Prior to joining our Company, Vice-Chair Cotter spent four years in private practice as a corporate attorney with the law firm White & Case in New York City. Prior to being appointed as our Chief Executive Officer and President, Vice-Chair Cotter served for more than ten years as the Chief Operating Officer ("COO") of our domestic cinema operations, in which capacity she had, among other things, responsibility for the acquisition and development, marketing and operation of our cinemas in the United States. Prior to her appointment as COO of Domestic Cinemas, she spent a year in Australia and New Zealand, working to develop our cinema and real estate assets in those countries. In recognition of her contributions to the independent film industry, Vice-Chair Cotter was awarded the first Gotham Appreciation Award at the 2015 Gotham Independent Film Awards. She was also inducted into the Show East Hall of Fame that same year. In recognition of her contributions to the movie cinema exhibition industry, Vice-Chair Cotter was honored at The Motion Picture Club Charity Event in June 2023 in New York City.

Vice-Chair Cotter has been a valuable liaison to the film industry. Vice-Chair Cotter brings to our Board more than twenty-seven (27) years of experience working in our Company's cinema operations, both in the United States and Australia. She has also served as the Chief Executive Officer of the subsidiary that operates substantially all of our cinemas in Hawaii and California. Vice-Chair Cotter is a significant stakeholder in our Company.

Guy W. Adams. Director Guy W. Adams joined our Board on January 14, 2014, and currently serves as, (i) the Chair of our Executive Committee, (ii) a member of our Audit Committee, (iii) a member of our Compensation Committee and, (iv) as our Lead Technology and Cyber Risk Director.

Since 2019, Director Adams has served as the Chairman of the Board of Avem Health Partners, Inc., a healthcare management company. For more than the past twenty-three (23) years, Director Adams has been, (i) a Managing Member of GWA Capital Partners, LLC, (ii) a Managing Member of GWA Advisors, LLC, making investments in and acting as an advisor to privately held companies, and (iii) has served as an independent director on the boards of directors of Lone Star Steakhouse & Saloon, Mercer International, Exar Corporation and Vitesse Semiconductor. At these companies, Director

Adams has held a variety of board positions, including lead director, audit committee Chair and compensation committee Chair. Director Adams has spoken on corporate governance topics before such groups as the Council of Institutional Investors, the USC Corporate Governance Summit and the University of Delaware Distinguished Speakers Program. Director Adams provides investment advice to private clients and currently invests his own capital in public and private equity transactions.

For a few years prior to the passing of Mr. James J. Cotter, Sr. on September 13, 2014, and through a certain period of the administration of the Cotter Estate, Director Adams, in his individual capacity, served as an advisor to Mr. James J. Cotter, Sr. providing advisory services to various enterprises now owned by either the Cotter Estate or the Cotter Trust. Until 2018, Director Adams also provided services to captive insurance companies, owned in equal shares by Chair Cotter, Vice-Chair Cotter, and Mr. James J. Cotter, Jr., that provided insurance for the Cotter family agricultural activities. Director Adams received his Bachelor of Science degree in Petroleum Engineering from Louisiana State University and his Master of Business Administration from Harvard Graduate School of Business Administration.

Director Adams brings many years of experience serving as an independent director on public company boards, and in investing and providing financial advice with respect to investments in public companies. In December 2017, Director Adams was recognized as a Governance Fellow for the National Association of Corporate Directors, The Gold Standard Director Credential®. In 2018, Director Adams completed the Cyber-Risk Oversight course presented by the National Association of Corporate Directors.

Dr. Judy Codding. Dr. Judy Codding joined our Board on October 5, 2015, and currently serves as, (i) the Chair of our Compensation Committee, (ii) a member of our Audit Committee, (iii) a member of our Executive Committee and, (iv) a member of our Special Independent Committee. Director Codding is a globally respected education leader. From October 2010 until October 2015, she served as the Managing Director of "The System of Courses," a division of Pearson, PLC (NYSE: PSO), one of the largest education companies in the world that provides educational products and services to institutions, governments and individual learners.

Prior to that time, Director Codding served as the Chief Executive Officer and President of America's Choice, Inc., which she founded in 1998, and which was acquired by Pearson in 2010. America's Choice, Inc. was a leading education company offering comprehensive, proven solutions to the complex problems educators face in the era of accountability. Director Codding received a Doctorate in Education from the University of Massachusetts at Amherst, completed postdoctoral work and served as a teaching associate in Education at Harvard University, where she taught graduate-level courses focused on moral leadership. Director Codding has served on various boards, including the Board of Trustees of Curtis School, Los Angeles, CA (since 2011) and the Board of Trustees of Educational Development Center, Inc. (since 2012). Presently, she is the Chief Executive Officer of a not-for-profit education company, Triangle Learning Community.

Through family entities, Director Codding has been and continues to be involved in the real estate business in Florida and the exploration of mineral, oil and gas rights in Maryland and Kentucky. Director Codding brings to our Board her experience as an entrepreneur, a chief executive officer, an author, advisor and researcher in the areas of leadership training and decision-making, as well as her experience in the real estate business.

Douglas J. McEachern. Director Douglas J. McEachern joined our Board on May 17, 2012, and currently serves as, (i) the Chair of our Audit Committee, a position he has held since August 1, 2012, (ii) a member of our Compensation Committee, (iii) a member of our Special Independent Committee and, (iv) as our Lead Independent Director.

Director McEachern has served as a member of the board and the audit and compensation committees for Willdan Group, a Nasdaq-listed engineering company, from 2009 until June 2022. From June 2011 until October 2015, he was a director of Community Bank in Pasadena, California, and a member of its audit committee. Director McEachern served as the Chair of the board of Community Bank from October 2013 until October 2015 and was a member of the finance committee of the Methodist Hospital of Arcadia. From September 2009 to December 2015, he served as an instructor of auditing and accountancy at Claremont McKenna College.

Director McEachern was an audit partner from July 1985 to May 2009 with the audit firm Deloitte & Touche, LLP, with client concentrations in financial institutions and real estate. He was also a Professional Accounting Fellow with the Federal Home Loan Bank board in Washington DC from June 1983 to July 1985. From June 1976 to June 1983, Director

McEachern was a staff member and subsequently a manager with the audit firm of Touche Ross & Co. (predecessor to Deloitte & Touche, LLP).

Director McEachern received a B.S. in Business Administration in 1974 from the University of California, Berkeley, and an M.B.A. in 1976 from the University of Southern California. Director McEachern brings to our Board his more than forty-seven (47) years' experience meeting the accounting and auditing needs of financial institutions and real estate clients, including our Company. Director McEachern also brings his experience reporting as an independent auditor to the boards of directors of a variety of public reporting companies and as a board member himself for various companies and not-for-profit organizations.

Meeting Attendance

Our Board of Directors held twenty-one (21) meetings in 2024. The Audit Committee held four (4) meetings, the Compensation Committee held six (6) meetings and the Executive Committee did not hold any meetings in 2024. Each Director attended at least 75% of these Board meetings and at least 75% of the above-referenced committee meetings on which he or she served. We encourage, but do not require, our Board members to attend our Annual Meeting. All of our incumbent Directors attended the 2024 Annual Meeting of Stockholders.

Executive Officers

The following table sets forth information regarding our current executive officers, other than Ellen M. Cotter and Margaret Cotter, whose information is set forth above under "Directors."

Name	Age	Title
Gilbert Avanes	51	Executive Vice President, Chief Financial Officer and Treasurer
Robert F. Smerling	90	President, US Cinemas
S. Craig Tompkins	74	Executive Vice President, General Counsel
Andrzej Matyczynski	72	Executive Vice President, Global Operations
John Goeddel	62	Executive Vice President, Chief Information Officer
Terri Moore	74	Executive Vice President, US Cinemas Operations
Steve Lucas	54	Vice President, Chief Accounting Officer and Controller
Mark Douglas	55	Managing Director, Australia and New Zealand
Sandra Herrera	52	Associate General Counsel and Corporate Secretary

Gilbert Avanes. Mr. Avanes serves as the Executive Vice President, Chief Financial Officer and Treasurer; he was appointed to this position on November 5, 2019. Mr. Avanes has been an employee of and consultant to our Company since August 2007, most recently serving as Interim Chief Financial Officer and Treasurer of our Company, from January 24, 2019 through November 4, 2019. Prior thereto, Mr. Avanes served as our Vice President of Financial Planning and Analysis (January 2016 to January 2019), Senior Director of Financial Planning and Analysis (January 2012 to December 2015), and as a consultant and then Senior Finance Manager (August 2007 to December 2011). Prior to joining Reading, Mr. Avanes served in various finance and accounting roles over the course of a decade at Toronto-Dominion Bank Financial Group located in Toronto, Canada. Mr. Avanes is a Certified Public Accountant (U.S.) and Chartered Professional Accountant (CPA, CGA) (Canada) and has a Master of Business Administration from Laurentian University and a Bachelor of Commerce (Major in Accounting and Minor in Finance) from Toronto Metropolitan University.

Robert F. Smerling. Mr. Smerling has served as President of our US cinema operations since 1994. He has been involved in the acquisition and/or development of all of our existing domestic cinemas. Prior to joining our Company, Mr. Smerling was the President of Loews Theatres, at that time a wholly owned subsidiary of Sony. While at Loews, Mr. Smerling oversaw operations at some 600 cinemas employing some 6,000 individuals and the development of more than 25 new multiplex cinemas. Among Mr. Smerling's accomplishments at Loews was the development of the Lincoln Square Cinema Complex with IMAX in New York City, which continues today to be one of the top grossing cinemas in the United States. Prior to Mr. Smerling's employment at Loews, he was Vice Chair of USA Cinemas in Boston, and President of Cinemanational Theatres. Mr. Smerling, a recognized leader in our industry, has been a director of the National Association of Theatre Owners, the principal trade group representing the cinema exhibition industry. In recognition of his contributions

to the movie cinema exhibition industry, Mr. Smerling was honored at The Motion Picture Club Charity Event in June 2023 in New York City.

S. Craig Tompkins. Mr. Tompkins has worked in various capacities for our Company and its predecessors for more than the past thirty-two (32) years. He has served as Vice Chair of our Company and as the President of two of its predecessors' public companies, as a consultant and outside counsel and, since 2017, as Executive Vice President and General Counsel. Prior to his employment at our Company, Mr. Tompkins was a partner at Gibson, Dunn & Crutcher. Mr. Tompkins has since May 2023, served on the Board of Directors of HomeStreet, Inc. and of its wholly owned subsidiary, Homestreet Bank. Between 2007 and December 2022, Mr. Tompkins was a principal equity holder in and the Chair of Marshall & Stevens, Incorporated, a privately held valuation and consulting firm specializing in the valuation of real estate, business enterprises and alternative energy assets. In December 2022, Mr. Tompkins sold his interest in Marshall & Stevens and retired from its Board of Directors. Mr. Tompkins currently continues to provide consulting services to Marshall & Stevens, serving as the chair of its Fairness and Solvency Opinion Committee. From 1993 to 2006 (when the company went private), Mr. Tompkins served as a director and as the Chair of the Audit Committee of G&L Realty (an NYSE REIT specializing in medical properties), and from 1998 to 2001 (when the bank was sold) as a member of the Board of Directors, of the Compensation Committee, and of the Special Independent Committee of Fidelity Federal Bank, FSB. Mr. Tompkins is also the Chair and Chief Executive Officer of Kirtland Farms, Inc. (a Tompkins family-owned agricultural operation in Southern Oregon). Mr. Tompkins holds a Bachelor of Arts (Magna Cum Laude) from Claremont McKenna College, and a Juris Doctorate (Magna Cum Laude) from the Harvard Law School, where he was on the Board of Student Advisors and served as research assistance to Professor James Casner (then serving as the Reporter to the Restatement of Property 2nd). Following Harvard Law School, Mr. Tompkins served as law clerk to the Honorable Justice Dean Bryson on the Oregon Supreme Court, before joining Gibson, Dunn & Crutcher.

Andrzej J. Matyczynski. Mr. Matyczynski serves as our Executive Vice President, Global Operations, he was appointed to this position on March 10, 2016. From May 11, 2015, until March 10, 2016, Mr. Matyczynski acted as the Strategic Corporate Advisor to our Company and served as our Chief Financial Officer and Treasurer from November 1999 until May 11, 2015, and as Corporate Secretary from May 10, 2011 to October 20, 2014. Prior to joining our Company, he spent 20 years in various senior roles throughout the world at Beckman Coulter Inc., a U.S. based multi-national corporation. Mr. Matyczynski holds a Master's Degree in Business Administration from the University of Southern California.

John Goeddel. Mr. Goeddel serves as the Executive Vice President, Chief Information Officer; he was appointed to this position on December 8, 2021. Mr. Goeddel has been an employee of our Company since December 2003, most recently serving as Vice President, Chief Information Officer. Prior thereto, Mr. Goeddel served as our Chief Information Officer (2016), Director of Information Technology (December 2003 to 2016). Mr. Goeddel brings over forty-one (41) years of information technology and motion picture cinema operations experience. Prior to joining Reading, Mr. Goeddel served in various information technology and cinema operation roles over the course of 25 years at Decurion located in Beverly Hills, CA. Mr. Goeddel has a Bachelors in Business Administration with an IT concentration from Colorado Technical University.

Terri Moore. Ms. Moore serves as the Executive Vice President, US Cinema Operations; she was appointed to this position on December 8, 2021. Ms. Moore joined our Company in 2001 in New York as Director of Theatre Operations, and in 2008 moved to Los Angeles to become Vice President-US Cinema Operations. Ms. Moore started her career in the motion picture theatre business as an hourly concessions employee in 1968. A year later she joined Pacific Theatres where she held many different executive positions, including general manager, district manager, HR training & development and Special Project Manager for their theatre operations in Warsaw, Poland. Terri lived in Poland for three years and was responsible for the opening of one of Poland's first modernized cinema circuits.

Steven J. Lucas. Mr. Lucas serves as our Vice President, Controller and Chief Accounting Officer; he was appointed to this position in 2015. From 2011 to 2015, Mr. Lucas worked in our accounting group holding the role of Asia Pacific Controller. Prior to joining our Company, Mr. Lucas worked for Arthur Andersen and Ernst & Young for more than sixteen (16) years. He is a Chartered Accountant and has been a member of Chartered Accountants Australia and New Zealand for over twenty-four (24) years. He holds a Bachelor's Degree in English Literature and History from Victoria University of Wellington, and a Post Graduate Diploma in Accounting from the Graduate School of Business and Government Administration of Victoria University of Wellington.

Mark D. Douglas. Mr. Douglas serves as our Managing Director, Australia and New Zealand, overseeing our international cinema and real estate operations. Mr. Douglas first joined our Company in 1999, and was appointed as Managing Director, Reading Cinemas Australia and New Zealand on July 1, 2018. From 2005 to 2018, Mr. Douglas worked in our Real Estate division, holding numerous roles including Director Property Development, Development Manager and General Manager Property. Prior thereto, Mr. Douglas worked in our finance team, moving into the role of National Operations Manager for our cinema division in 2001. Prior to joining our Company, Mr. Douglas worked for Myer Stores, a retail department store chain, in various business management and administration roles. Mr. Douglas earned a Master's Degree in Business Administration from Deakin University, Geelong Victoria and is a registered Certified Practicing Accountant with CPA Australia.

Sandra I. Herrera. Mrs. Herrera serves as our Associate General Counsel since 2017 and was elected to serve as Corporate Secretary in 2018. Prior to this time, in 2016, Mrs. Herrera served as a legal consultant to our Company. Mrs. Herrera helps oversee the Company's legal affairs, representing the Company and directing its outside counsel, in transactional and litigation matters across various business units, including financings, acquisitions and dispositions, leasing, construction, and development projects. Prior to joining the Company, Mrs. Herrera was in private law firm practice with a focus on real estate transactions for corporate and government clients. Mrs. Herrera earned a Bachelor of Arts, cum laude, from Carleton College, a Master of Public Policy from the University of Michigan, Ann Arbor, and a Juris Doctorate from Stanford Law School. Mrs. Herrera served as an extern for the Honorable S. James Otero in the Central District of California. Mrs. Herrera is the Trustee and Chief Financial Officer of the Mexican-American Bar Foundation, a non-profit organized and operated by volunteers to enhance the diversity of the legal profession through education.

Section 16(a) Reports

Section 16(a) of the Exchange Act requires our executive officers and Directors, and persons who own more than 10% of our common stock, to file reports regarding ownership of, and transactions in, our securities with the SEC and to provide us with copies of those filings. Based solely on our review of the copies received by us and on the written representations of certain reporting persons, we believe that all of our executive officers and Directors, and greater than 10% beneficial owners, complied with the reporting requirements of Section 16(a) by timely filing all required Section 16(a) forms.

Insofar as we are aware, all required filings have now been made.

Code of Business Conduct and Ethics

Our Board has adopted a Code of Business Conduct and Ethics (the "Code of Conduct") designed to help our Directors and employees resolve ethical issues. Our Code of Conduct applies to all Directors and employees, including the Chief Executive Officer, the Chief Financial Officer, Chief Accounting Officer and Controller and persons performing similar functions. Our Code of Conduct is posted on our website at Investor Relations - Corporate Governance - Code of Conduct.

Our Board has established a means for employees to report a violation or suspected violation of the Code of Conduct anonymously. In addition, we have adopted the "Amended and Restated Whistleblower Policy and Procedures," which establishes a process by which employees may anonymously disclose alleged fraud or violations of accounting, internal accounting controls or auditing matters. The Amended and Restated Whistleblower Policy and Procedures can be found on our website at Investor Relations - Corporate Governance - Whistleblower Policy.

Our Board has also adopted an Anti-Discrimination, Anti-Harassment and Anti-Bullying Policy, which can also be found on our website at Investor Relations - Corporate Governance - Anti-Discrimination, Anti-Harassment and Anti-Bullying Policy.

Nomination Procedures

There have been no material changes to the procedures by which stockholders may recommend nominees to our Board since we last disclosed this information.

Audit and Conflicts Committee

The Audit Committee operates pursuant to a Charter adopted by our Board that is available on our website at Investor Relations - Corporate Governance - Audit and Conflicts Committee Charter. The Audit Committee reviews, considers, negotiates and approves or disapproves related party transactions (see the discussion in the section entitled "Certain Relationships and Related Party Transactions" below). In addition, the Audit Committee is responsible for, among other things: (i) reviewing and discussing with management our Company's financial statements, earnings press releases and all internal controls reports, (ii) appointing, compensating and overseeing the work performed by our Company's independent auditors, and (iii) reviewing with the independent auditors the findings of their audits.

Our Board has determined that the Audit Committee is composed entirely of Independent Directors (as defined in section 5605(a)(2) of the Nasdaq Listing Rules and Rule 10A-3(b)(1) of the Exchange Act), and that Mr. Douglas McEachern, the Chair of our Audit Committee, is qualified as an Audit Committee Financial Expert. Our Audit Committee is currently composed of Directors Douglas McEachern, who serves as Chair, Guy W. Adams and Dr. Judy Coddling. The Audit Committee held four (4) meetings during 2024. All members attended at least 75% of such meetings.

Compensation and Stock Options Committee

The Compensation Committee operates pursuant to a Charter adopted by our Board that is available on our website at Investor Relations - Corporate Governance - Compensation and Stock Options Committee Charter. As a "controlled company", we are exempt from the Nasdaq Listing Rules requiring the determination of executive compensation solely by independent directors. Notwithstanding such exemption, our Board has established a standing Compensation Committee consisting of three (3) of our Independent Directors (as defined in section 5605(a)(2) of the Nasdaq Listing Rules and Rule 10C-1(b)(1) of the Exchange Act), and is currently composed of Directors Dr. Judy Coddling, who serves as Chair, Guy W. Adams and Mr. Douglas McEachern. For more information on our Compensation Committee, see Item 11 – Executive Compensation – Compensation Overview below. Our Compensation Committee held six (6) meetings during 2024. All members attended at least 75% of such meetings.

Insider Trading Policy

We have adopted an Insider Trading Policy governing the purchase, sale and other dispositions of our securities by our directors, executive officers, and certain employees that we believe is reasonably designed to promote compliance with insider trading laws, rules and regulations and listing standards applicable to us.

Item 11 – Executive Compensation

Compensation Overview

Role and Authority of the Compensation Committee

Background

As a “controlled company,” we are exempt from the requirement under the Nasdaq Listing Rules requiring the determination of executive compensation solely by independent directors. Notwithstanding such exemption, we have established a standing Compensation Committee consisting of three (3) of our Independent Directors. Our Compensation Committee Charter requires our Compensation Committee members to meet the independence rules and regulations of the SEC and the Nasdaq Stock Market (“Nasdaq”).

Our Executive Compensation Philosophy

Our executive compensation philosophy is to: (1) attract and retain talented and dedicated management team members; (2) provide overall compensation as competitive in our industry; (3) correlate annual cash bonuses to the achievement of our business and financial objectives; and (4) provide management team members with appropriate long-term incentives aligned with stockholder value. While we believe that our entire executive compensation package contributes to these goals, the base salaries we offer generally support goals 1 and 2 above, our short-term incentive (“STI”) bonuses generally support goals 1, 2 and 3 above, our long-term incentives (“LTI”) have historically generally supported goals 1, 2 and 4 above. In 2024, our Compensation Committee did not grant LTI awards.

Compensation Committee Charter

Our Compensation Committee Charter delegates significant executive compensation responsibilities to our Compensation Committee, including:

- to establish our compensation philosophy and objectives;
- to review and approve all compensation for our CEO and our executive officers¹;
- to approve all employment agreements, severance arrangements, change in control provisions and agreements and any special or supplemental benefits applicable to our CEO and other executive officers;
- to approve and adopt, on behalf of our Board, incentive compensation and equity-based compensation plans, or, in the case of plans requiring stockholder approval, to review and recommend such plan to the stockholders;
- to review the disclosures made in the Compensation Overview and advise our Board whether the Compensation Overview is satisfactory for inclusion in our annual report on Form 10-K and proxy statement;
- to prepare an annual compensation committee report for inclusion in our proxy statement for the annual meeting of stockholders;
- to administer our equity-based compensation plans, including the grant of stock options and other equity awards under such plans; and
- to consider the results of the most recent stockholder advisory vote on executive compensation when determining compensation policies and making decisions on executive compensation.

Under our Compensation Committee Charter, any compensation determinations pertaining to Ellen M. Cotter and Margaret Cotter are subject to review and approval by our Board, excluding, in each case, the votes of Ellen M. Cotter or Margaret Cotter. Further, our Compensation Committee periodically reviews and makes recommendations to our Board regarding Director compensation.

¹Under our Compensation Committee Charter, “executive officer” is defined to mean the chief executive officer, president, chief financial officer, general counsel, principal accounting officer, any executive vice president of the Company and any managing director of Reading Entertainment Australia, Pty Ltd and/or Reading New Zealand, Ltd.

Compensation Setting Process

Considering the Company's 2024 liquidity condition, the continuing headwinds faced by our global cinema business and our efforts to manage and utilize our real estate business for cash flow and liquidity sources, our Compensation Committee continued to execute NEO compensation decisions in a conservative and prudent manner.

Our Compensation Committee considered the prudent use of base salaries, STI bonuses and LTI equity grants. In its analysis, our Compensation Committee relied on, among other things, input from our Chief Executive Officer, review of Company financial data, review of historical NEO compensation data, and compensation peer data from earlier years provided by compensation consultants.

For 2024, our Compensation Committee (i) maintained, without base salary increases, existing annual base salaries through 2024 for our NEOs and (ii) does not anticipate issuing cash bonuses under our STI program once evaluation of performance is completed, but, instead intends to use stock options (valued according to the Black Scholes method) to purchase Class A Non-Voting Common Stock in lieu of cash; The terms of any new stock options, including vesting periods, have not been determined. For 2024, our Compensation Committee did not issue new LTI awards.

As it does annually, in early 2024, our Compensation Committee approved objective performance goals for each NEO based on target Company performance and individual NEO performance goals. In 2025, our Compensation Committee evaluated the target Company and individual NEO performance goals against 2024 results. Our Compensation Committee determined that certain objective corporate performance criteria had been met and, as a result, the portion of outstanding PRSUs issued to NEOs prior to 2024 that were based on 2024 performance were determined to have been vested.

Our Compensation Committee has not completed evaluation of the individual performance of the NEOs for 2024, but we expect our Compensation Committee to complete such evaluation during the second quarter of 2025. However, in light of our Company's liquidity condition, our Compensation Committee does not anticipate that cash bonuses for 2024 performance will be paid, but will, again, consider issuing stock options for Class A Non-Voting Common Stock as compensation for 2024 performance. The terms of any stock options, including vesting periods, have not been determined.

Our Compensation Committee expects that it will continue to evaluate both executive performance and compensation to maintain our ability to attract and retain highly qualified executives in key positions and to assure that compensation provided to executives remains competitive when compared to the compensation paid to similarly situated executives of companies with whom we compete for executive talent or that we consider comparable to our Company.

Executive Officer Clawback Policy

On November 29, 2023, our Board adopted an Executive Officer Clawback Policy, in compliance with Nasdaq Stock Market Listing Rules (the "2023 Clawback Policy").

Any STI cash payment made to our NEOs is subject to forfeiture, recovery by our Company or other action pursuant to any agreement evidencing any incentive compensation or any clawback or recoupment policy which our Company may adopt from time to time, including, without limitation, our 2023 Clawback Policy or any other such policy which our Company may be required to adopt under the listing rules of The Nasdaq Capital Market, the Dodd-Frank Wall Street Reform and Consumer Protection Act or any successor or replacement law, and implementing rules and regulations thereunder, or as otherwise required by law.

Under our 2020 Stock Plan, described in greater detail under the caption 2020 Stock Incentive Plan below, all LTIs or shares issued in respect thereof and cash or other proceeds in respect thereof issued to our NEOs are subject to clawback, reduction, cancellation, forfeiture and recoupment to the extent necessary to comply with applicable law or the listing rules of Nasdaq or other principal stock exchange on which our Common Stock is then listed. In accepting an award under our 2020 Stock Plan, a participant agrees to be bound by any such clawback. Our 2023 Clawback Policy implements the Nasdaq Stock Market Listing Rules in this regard.

Anti-Put/Call/Short Sale Policy

Our NEOs may not trade in puts or calls or engage in short sales with respect to our Company’s securities.

Anti-Hedging Policy

Our NEOs may not engage in certain hedging transactions with respect to our Company’s securities, such as zero-cost collars, equity swaps, prepaid variable forward contracts and exchange funds.

Executive Compensation

This section discusses the material components of the compensation program for our NEOs named in the Summary Compensation Table below.

Summary Compensation Table

The following table shows the compensation paid or accrued during the last two fiscal years ended December 31, 2024, to (i) Vice-Chair Ellen Cotter, who has served as our principal executive officer, and (ii) the other two most highly compensated persons who served as executive officers in 2024.

The following executives are herein referred to as our “NEOs.”

	Year	Salary (\$)	Restricted Stock Awards (\$) ⁽¹⁾	Option Awards (\$) ⁽¹⁾	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Termination Benefit (\$)	Total (\$)
Ellen M. Cotter Chief Executive Officer & President	2024	618,000	--	384,180	--	2,580 ⁽²⁾	--	1,004,760
	2023	618,000	400,000	--	--	2,580 ⁽²⁾	--	1,020,580
Margaret Cotter EVP, Real Estate Management & Development	2024	479,250	--	102,991	--	14,830 ⁽²⁾	--	597,071
	2023	479,250	195,000	--	--	14,830 ⁽²⁾	--	689,080
S. Craig Tompkins EVP, General Counsel	2024	450,883	--	101,392	--	21,570 ⁽²⁾	--	573,845
	2023	450,883	195,000	--	--	21,570 ⁽²⁾	--	667,453

(1) Stock awards granted as a component of the 2024 and 2023 annual incentive awards are reported in this column as 2024 and 2023 compensation, respectively, to reflect the applicable service period for such awards. Amounts represent the aggregate grant date fair value of awards computed in accordance with ASC Topic 718. The assumptions used in the valuation of these awards are discussed in Note 15 to our consolidated financial statements. For a discussion of the material terms of each outstanding stock award, see “Compensation Discussion and Analysis – Long-Term Incentives” and the table below entitled “Outstanding Equity Awards at Year Ended December 31, 2024.”

(2) Includes our matching employer contributions under our 401(k) Plan and dollar value of the key person life insurance premium.

2020 Stock Incentive Plan

On November 4, 2020, our Board adopted the Reading International, Inc. 2020 Stock Plan (as amended the “2020 Stock Plan”) and recommended to our stockholders the adoption of that plan. The 2020 Stock Plan was adopted by our stockholders on December 8, 2020. Our Board adopted and recommended the 2020 Stock Plan to provide a means by which employees, directors and consultants of Reading and affiliates may be given an opportunity to benefit from increases in value of our Common Stock, to assist in attracting and retaining the services of such persons, to bind the interests of eligible recipients more closely to our own interests by offering them opportunities to acquire Common Stock and to afford such persons stock-based compensation opportunities that are competitive with those afforded by similar businesses. All of our employees, directors and consultants are eligible to participate in the 2020 Stock Plan. On October 26, 2023, our Board adopted the First Amendment to the 2020 Stock Plan (the “First Amendment”) to increase the number of shares available for issuance under our 2020 Stock Plan by an additional 971,807 shares of Class A Non-Voting Common Stock and recommended to our stockholders the adoption of that amendment. The First Amendment was adopted by our stockholders on December 7, 2023. On October 18, 2024, our Board adopted the Second Amendment to the 2020 Stock Plan (the “Second Amendment” and together with the First Amendment, the “Plan Amendments”) to increase the number of shares available for issuance under our 2020 Stock Plan by an additional 3,500,000 shares of Class A Non-Voting Common Stock and recommended to our stockholders the adoption of that amendment. The Second Amendment was adopted by our stockholders on December 5, 2024. As of April 18, 2025, there were 3,280,200 shares of Class A Non-Voting Common Stock and 200,000 shares of Class B Voting Common Stock available for issuance under our 2020 Stock Plan.

Our Board delegated administration of the 2020 Stock Plan to our Compensation Committee and has delegated to our Chairperson the authority to grant awards to eligible persons who are not then subject to Section 16 of the Securities and Exchange Act of 1934 and are not “covered employees” as defined in the 2020 Stock Plan. With such delegated authority, our Compensation Committee has the power to construe and interpret the 2020 Stock Plan and to determine the persons to whom and the dates on which awards will be granted, what types or combinations of types of awards will be granted, the number of shares of Common Stock to be subject to each award, the time or times during the term of each award within which all or a portion of such award may be exercised, the exercise price or purchase price of each award, the types of consideration permitted to exercise or purchase each award and other terms of the awards.

In the event of a “Corporate Transaction” (as defined in the 2020 Stock Plan), any surviving or acquiring corporation may assume awards outstanding under the 2020 Stock Plan or may substitute similar awards. Unless the stock award agreement provides otherwise, in the event any surviving or acquiring corporation does not assume such awards or substitute similar awards, then the awards will terminate if not exercised at or prior to such event. The 2020 Stock Plan provides that, in the event of a dissolution or liquidation of our Company, all outstanding awards under the 2020 Stock Plan will terminate prior to such event and shares of bonus stock and restricted stock subject to our Company’s repurchase option or to forfeiture may be repurchased by our Company or forfeited, notwithstanding whether the holder of such stock is still providing services to our Company.

All stock awards issued under the 2020 Stock Plan are subject to reduction, cancellation, forfeiture and recoupment to the extent necessary to comply with applicable law or the Nasdaq Stock Market Listing Rules. An acceptance of a stock award under the 2020 Stock Plan is an agreement by the participant to be bound by any such laws or rules. On November 29, 2023, our Board adopted our 2023 Clawback Policy in compliance with applicable Nasdaq Stock Market Listing Rules.

For a copy of the 2020 Stock Plan, see our “SEC Schedule 14A, Proxy Statement,” filed with the SEC on November 6, 2020. For a more detailed summary of our 2020 Stock Plan, as amended by the Second Amendment, see our “SEC Schedule 14A, Proxy Statement,” filed with the SEC on October 25, 2024

Outstanding Equity Awards at 2024 Fiscal Year-End

The following table sets forth outstanding equity awards held by our NEOs as of December 31, 2024, under the 2020 Stock Plan:

Name	Stock Options						Restricted Stock Units			
	Class	No. of Shares Underlying Unexercised Options Exercisable	No. of Shares Underlying Unexercised Options Unexercisable	No. Of Common Shares Underlying Unexercised Unearned Options	Option Exercise Price (\$)	Option Expiration Date	No. of Shares or Units of Stock that Have Not Vested	Market Value of Shares or Units that Have Not Vested ⁽¹⁾	No. of Unearned Common Shares That Have Not Vested	Market or Payout Value of Unearned Shares That Have Not Vested
Ellen M. Cotter	A	484,499	--	--	\$1.47	6/5/2034	--	--	--	--
	A	--	--	--	--	--	7,764 ⁽²⁾	\$10,248	--	--
	A	--	--	--	--	--	23,980 ⁽²⁾	\$31,654	--	--
	A	--	--	--	--	--	47,961 ⁽²⁾	\$63,309	--	--
	A	--	--	--	--	--	46,729 ⁽²⁾	\$61,682	--	--
	A	--	--	--	--	--	62,305 ⁽²⁾	\$82,243	--	--
Margaret Cotter	A	129,885	--	--	\$1.47	6/5/2034	--	--	--	--
	A	--	--	--	--	--	5,677 ⁽³⁾	\$7,494	--	--
	A	--	--	--	--	--	17,536 ⁽³⁾	\$23,148	--	--
	A	--	--	--	--	--	11,691 ⁽³⁾	\$15,432	--	--
	A	--	--	--	--	--	34,170 ⁽³⁾	\$45,104	--	--
	A	--	--	--	--	--	15,187 ⁽³⁾	\$20,047	--	--
S. Craig Tompkins	A	127,869	--	--	\$1.47	6/5/2034	--	--	--	--
	A	--	--	--	--	--	5,677 ⁽⁴⁾	\$7,494	--	--
	A	--	--	--	--	--	17,536 ⁽⁴⁾	\$23,148	--	--
	A	--	--	--	--	--	11,691 ⁽⁴⁾	\$15,432	--	--
	A	--	--	--	--	--	33,750 ⁽⁴⁾	\$44,550	--	--
	A	--	--	--	--	--	15,000 ⁽⁴⁾	\$19,800	--	--

(1) Reflects the amount calculated by multiplying the number of unvested restricted shares by the closing price of our shares of Class A Non-Voting Common Stock as of December 31, 2024, or \$1.32.

(2) In addition to the equity awards set forth in the table:

7,764 units of RSUs will vest on April 5, 2025;

11,990 units of RSUs will vest on April 18, 2025 and April 18, 2026;

47,961 units of PRSUs will vest on April 18, 2025;

15,577 units of RSUs will vest on April 21, 2025. 15,576 units of RSUs will vest on April 21, 2026, and April 21, 2027; and

62,305 units of PRSUs will vest on April 21, 2026.

(3) In addition to the equity awards set forth in the table:

5,677 units of RSUs will vest on April 5, 2025;

8,768 units of RSUs will vest on April 18, 2025 and April 18, 2026;

11,691 units of PRSUs will vest on April 18, 2025;

11,390 units of RSUs will vest on April 21, 2025, April 21, 2026, and April 21, 2027; and

15,187 units of PRSUs will vest on April 21, 2026.

(4) In addition to the equity awards set forth in the table:

5,677 units of RSUs will vest on April 5, 2025;

8,768 units of RSUs will vest on April 18, 2025 and April 18, 2026;

11,691 units of PRSUs will vest on April 18, 2025.

11,250 units of RSUs will vest on April 11, 2025, April 11, 2026, and April 11, 2027; and

15,000 units of PRSUs will vest on April 11, 2026.

Potential Payments upon Termination of Employment or Change in Control

The following paragraphs provide information regarding potential payments to each of our NEOs in connection with certain termination events, including a termination related to a change of control of our Company, as of December 31, 2024:

Certain Retirement Benefits. On August 29, 2017, our Compensation Committee approved a one-time retirement benefit for Craig Tompkins, Executive Vice President and General Counsel, incident to his retention as our General Counsel. The retirement benefit is a single year benefit in an amount equal to the average of the two highest total cash compensation (base salary plus cash bonus²) years paid to Mr. Tompkins in the then most recently completed five-year period, less the amount of \$197,060, accrued to Mr. Tompkins under a separate vested benefit program established by one of the two companies acquired by our Company as a part of the consolidation transaction in 2000.

Option and RSU and PRSU Grants. All long-term incentive awards are subject to other terms and conditions set forth in our 2020 Stock Plan and award grants. In addition, individual grants include certain accelerated vesting provisions. In the case of employees, the accelerated vesting will be triggered upon (i) the award recipient's death or disability, (ii) certain corporate transactions in which the awards are not replaced with substantially equivalent awards, or (iii) upon termination without cause or for "good reason" within twenty-four months of a change of control, or a corporate transaction where equivalent awards have not been substituted. RSUs issued to our non-employee Directors provide for acceleration immediately upon a change of control.

Except as described above, no other NEOs currently have employment agreements or other arrangements providing benefits upon termination or a change of control. The table below shows the maximum benefits that would be payable to each person listed above in the event of such person's termination without cause or termination in connection with a change in control, if such events occurred on December 31, 2024, assuming the transaction took place on December 31, 2024, at a price equal to the closing price of the Class A Non-Voting Common Stock, which was \$1.32.

Name	Payable upon Termination without Cause (\$)				Payable in Certain Circumstances upon Termination in Connection with a Change in Control (\$)			Payable upon Retirement (\$)
	Severance Payments	Value of Vested Stock Awards	Value of Vested Option Awards	Value of Health Benefits	Severance Payments	Value of Vested Stock Awards	Value of Vested Stock Options	Benefits Payable under Retirement Plans
Ellen M. Cotter	--	--	--	--	--	139,190	--	--
Margaret Cotter	--	--	--	--	--	61,690	--	--
S. Craig Tompkins	--	--	--	--	--	61,074	--	285,560 ⁽¹⁾

(1) Mr. Tompkins's one-time retirement benefit is a single year payment based on the average of the two highest total cash compensation (base salary plus cash bonus) years paid to Mr. Tompkins in the most recently completed five-year period, reduced by the retirement benefit paid to Mr. Tompkins from the Craig Corporation Key Personnel Retirement Plan in the amount of \$197,060. The figure quoted in the table represents the average of total compensation paid for years 2021 and 2023.

Employment Agreements

As of December 31, 2024, and the date of this Report, our NEOs had no employment agreements in place.

Compensation of Directors

During 2024, we paid our non-employee Directors a combination of (a) base annual cash fees for service as Directors; (b) base and special fees for service as members of standing and special committees; (c) base cash fees for service as Chairpersons of committees and (d) equity compensation for service as Directors in the form of restricted stock units and stock options, each of which are set forth in more detail below in the "Director Compensation Table."

Director Compensation Table

The following table sets forth information concerning the compensation paid to Directors in 2024:

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$) ⁽¹⁾	All Other Compensation(\$)	Total (\$)
Guy W. Adams	82,500 ⁽³⁾	70,000 ⁽²⁾	--	152,500
Dr. Judy Codding	82,500 ⁽⁴⁾	70,000 ⁽²⁾	--	152,500
Douglas J. McEachern	82,500 ⁽⁵⁾	70,000 ⁽²⁾	--	152,500

(1) Fair value of the award computed in accordance with FASB ASC Topic 718. Awards were RSUs.

(2) The following table sets forth the number of stock options granted on December 5, 2024. The options will vest in full on December 4, 2025. Each stock option represents the right to acquire one share of Class A Non-Voting Common Stock.

Guy W. Adams	78,384
Dr. Judy Codding	78,384
Douglas McEachern	78,384

(3) Represents payment of Base Director Fee of \$50,000, Audit Committee Member Fee of \$10,000, Compensation Committee Member Fee of \$7,500 and Lead Technology and Cyber Risk Director Fee of \$15,000.

(4) Represents payment of Base Director Fee of \$50,000, Compensation Committee Chair Fee of \$22,500, Audit Committee Member Fee of \$10,000.

(5) Represents payment of Base Director Fee of \$50,000, Audit Committee Chair Fee of \$20,000, Compensation Committee Member Fee of \$7,500 and Lead Independent Director Fee of \$5,000.

Outside Director Compensation

Our Board requested our Compensation Committee to evaluate our Company's compensation policy for outside directors and to establish a plan that encompasses sound corporate practices consistent with the best interests of our Company. Our Compensation Committee periodically reviews, evaluates, revises and recommends the adoption of new compensation arrangements for executive and management officers and outside directors of our Company. In past years, the Compensation Committee retained independent compensation consulting firms for this information.

After input was received, reviewed, discussed and considered by our Compensation Committee in 2020, and taking into account, among other things, our efforts to reduce cash expenses and consolidation of workloads in light of the reduction in our Board from seven to five directors, our Compensation Committee recommended and our Board authorized that the following annual compensation for our non-employee directors for 2024:

The Board Base Director fee was \$50,000.

The Committee Chair retainers were \$20,000 for our Audit Committee and \$22,500 for our Compensation Committee.

The committee member fees were \$10,000 for our Audit Committee and \$7,500 Compensation Committee and a per meeting fee for our Executive Committee.

The Lead Independent Director fee was \$5,000.

The Lead Technology and Cyber Risk Director fee was \$15,000.

Our Compensation Committee periodically reevaluates Board compensation and final action is taken on such compensation is taken by the full Board.

Grant Practices for Stock Options

We generally grant annual equity awards during the first or second quarter of each fiscal year for compensation earned in the immediately preceding fiscal year, although timing may change from year to year. The Compensation Committee does not take material nonpublic information into account when determining the timing and terms of equity-based awards, and we have not timed the disclosure of material nonpublic information for the purpose of affecting the value of executive compensation. During 2024, we did not grant any equity awards to any of our NEOs within four business days prior to or one business day after making any filing on Forms 10-K, 10-Q or 8-K.

Item 12 – Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Equity Compensation Plan Information

The following table sets forth, as of December 31, 2024, a summary of certain information related to our equity incentive plans under which our equity securities are authorized for issuance:

Equity compensation plans approved by security holders ⁽¹⁾	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights (\$)	Number of securities remaining available for future issuance under equity compensation plans
Stock Options	207,657 ⁽²⁾	0.48	--
Restricted Stock Units	--	--	3,280,200 ⁽³⁾
Total	207,657	0.48	3,280,200

(1) Our 2020 Stock Plan.

(2) Represents outstanding stock option awards only.

(3) Our 2020 Stock Plan permits the award of incentive stock options, nonstatutory stock options, stock bonuses, rights to acquire restricted stock, stock appreciation rights ("SARs"), RSUs and PRSUs. This number represents the total number of shares available for all such awards.

BENEFICIAL OWNERSHIP OF SECURITIES

Except as described below, the following table sets forth the beneficial ownership information with respect to certain of our shares on March 28, 2025, by:

Class A Non-Voting Common Stock and Class B Voting Common Stock of each of our Directors;
 Class A Non-Voting Common Stock and Class B Voting Common Stock of each of our current NEOs set forth in the Summary Compensation Table of this Form 10-K/A;
 Each person known to us to be the beneficial owner of more than 5% of our Class B Voting Common Stock; and
 Class A Non-Voting Common Stock and Class B Voting Common Stock of all of our Directors and executive officers as a group.

Except as noted, and except pursuant to applicable community property laws, we believe that each beneficial owner has sole voting power and sole investment power with respect to the shares shown. An asterisk (*) denotes beneficial ownership of less than 1%.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership ⁽¹⁾			
	Class A Non-Voting Common Stock		Class B Voting Common Stock	
	Number of Shares	Percentage of Stock	Number of Shares	Percentage of Stock
Directors and NEOs:				
Margaret Cotter ⁽²⁾⁽⁸⁾	2,661,759	12.7%	1,158,988	69.0%
Ellen M. Cotter ⁽³⁾⁽⁸⁾	3,086,656	14.4%	457,166	27.2%
Guy W. Adams ⁽⁴⁾	147,367	*	--	--
Dr. Judy Codding ⁽⁵⁾	131,849	*	--	--
Douglas J. McEachern ⁽⁶⁾	137,224	*	--	--
S. Craig Tompkins ⁽⁷⁾	263,066	*	--	--
Greater than 5% Stockholders:				
James J. Cotter Living Trust ⁽⁸⁾ c/o Reading International, Inc. 189 Second Ave., Suite 2S New York, New York 10003	1,163,649	5.6%	--	--
Estate of James J. Cotter, Sr. (Deceased) ⁽⁸⁾ c/o Reading International, Inc. 189 Second Ave., Suite 2S New York, New York 10003	326,800	1.6%	100,000	6.0%
Mark Cuban ⁽⁹⁾ 1229 Slocum Street Dallas, Texas 75207	72,164	*	172,355	10.3%
GAMCO ⁽¹⁰⁾ One Corporate Center Rye, New York 10580	565,600	*	119,530	7.11%
All Directors and executive officers as a group (15 persons)	5,976,508	26.7%	185,100	11.0%

(1) Percentage ownership is determined based on 20,603,203 shares of Class A Non-Voting Common Stock and 1,680,590 shares of Class B Voting Common Stock outstanding as of March 28, 2025. Beneficial ownership has been determined in accordance with SEC rules. Shares subject to options, RSUs or PRSUs that are currently exercisable or that have vested, or that will become exercisable or have vested within 60 days, following the date as of which this information is provided, are deemed to be beneficially owned by the person holding the options, RSUs or PRSUs and are deemed to be outstanding in computing the percentage ownership of that person, but not in computing the percentage ownership of any other person.

- (2) The Class A Non-Voting Common Stock shown includes 853,718 shares held directly and 129,885 shares subject to stock options. The Class A Non-Voting Common Stock shown also includes 84,956 shares held by the James J. Cotter Education Trust #1. Margaret Cotter is sole Trustee of the James J. Cotter Education Trust #1 and, as such, is deemed to beneficially own such shares. The Class A Non-Voting Common Stock shown includes 326,800 shares of Class A Non-Voting Common Stock that are part of the Cotter Estate. As Co-Executors of the Cotter Estate, Margaret Cotter and Ellen M. Cotter are each deemed to beneficially own such shares. The shares of Class A Non-Voting Common Stock shown includes 1,163,649 shares held by the Cotter Living Trust. See footnote 5 to this table for information regarding beneficial ownership of the shares held by the Cotter Estate and/or the Cotter Living Trust. As Co-Trustees of the Living Trust, Margaret Cotter and Ellen Cotter are each deemed to beneficially own such shares. The Class A Non-Voting Common Stock shown also includes 102,751 shares held by the Cotter Foundation, of which Margaret Cotter and Ellen M. Cotter are Co-Trustees and accordingly each deemed a beneficial owner.
- The Class B Voting Common Stock shown include 342,266 shares owned directly by Margaret Cotter, 100,000 of shares of Class B Voting Common Stock held by the Cotter Estate, 307,166 shares owned by Ellen M. Cotter but as to which Ellen M. Cotter has granted sole voting power and, pending negotiation and execution of a definitive stockholders agreement between them, shared dispositive power to Margaret Cotter, and 409,555 shares held of record by the Cotter Estate and/or the Cotter Living Trust, approved for distribution to a to-be-formed trust for the benefit of the children of Margaret Cotter and over which Margaret Cotter has sole voting and dispositive power.
- Margaret Cotter disclaims beneficial ownership of the shares held by the James J. Cotter Education Trust #1, the Cotter Foundation, the Cotter Estate and the Cotter Living Trust, except to the extent of her pecuniary interest, if any, in such shares.
- (3) The Class A Non-Voting Common Stock shown includes 1,008,957 shares held directly and 484,499 shares subject to stock options. The Class A Non-Voting Common Stock shown also includes 102,751 shares held by the Cotter Foundation of which Ellen M. Cotter and Margaret Cotter are Co-Trustees and accordingly, are each deemed to own such shares. The Class A Non-Voting Common Stock shown also includes 326,800 shares that are part of the Cotter Estate. As Co-Executors of the Cotter Estate, Ellen M. Cotter and Margaret Cotter are each deemed to beneficially own such shares. The shares of Class A Non-Voting Common Stock shown also include 1,163,649 shares held by the Cotter Living Trust. See footnote 5 to this table for information regarding beneficial ownership of the shares held by the Cotter Estate and the Cotter Living Trust. As Co-Trustees of the Cotter Living Trust, Ellen M. Cotter and Margaret Cotter are deemed to beneficially own such shares.
- The Class B Voting Common Stock shown includes (i) 50,000 shares owned directly by Ellen M. Cotter, (ii) 100,000 shares of Class B Voting Common Stock held by the Cotter Estate and (iii) 307,166 shares of Class B Voting Common Stock of which Ms. Margaret Cotter has sole voting power and, pending the negotiation and execution of a definitive stockholders agreement between them, shared dispositive power over such shares even though she retains all pecuniary interest in such shares.
- Ellen M. Cotter disclaims beneficial ownership of the shares held by the Cotter Foundation, the Cotter Estate and the Cotter Living Trust, except to the extent of her pecuniary interest, if any, in such shares.
- (4) The Class A Non-Voting Common Stock shown includes 78,148 shares held directly and 69,219 shares subject to stock options.
- (5) The Class A Non-Voting Common Stock shown includes 62,630 shares held directly and 69,219 shares subject to stock options.
- (6) The Class A Non-Voting Common Stock shown includes 68,005 shares held directly and 69,219 shares subject to stock options.
- (7) The Class A Non-Voting Common Stock shown includes 135,197 shares held directly and 127,869 shares subject to stock options.
- (8) Effective as of September 19, 2022, (i) subject to the final administration of the Cotter Estate, 327,808 shares of Class B Voting Common Stock held of record by the Cotter Estate will be distributed to a to-be-formed trust for the benefit of the children of Margaret Cotter, (ii) 307,166 shares of the Class B Voting Common Stock held by the Cotter Living Trust were conveyed to Ellen M. Cotter, (iii) 307,166 shares of the Class B Voting Common Stock held by the Cotter Living Trust were conveyed to Margaret Cotter, and (iv) 81,747 shares of the Class B Voting Common Stock were approved for distribution to the to-be-formed trust for the benefit of the children of Margaret Cotter. As a result of these transactions, the table sets forth only the residual 100,000 shares of such Class B Voting Common Stock as beneficially owned by the Cotter Estate and no Class B Voting Common Stock as beneficially owned by the Cotter Living Trust. Margaret Cotter and Ellen M. Cotter continue to have shared voting and dispositive power over the 100,000 shares of Class B Voting Common Stock beneficially owned by the Estate. Pursuant to the terms of the settlement agreement, Margaret Cotter now has sole voting and sole dispositive power over the 327,808 shares of Class B Voting Common Stock held by the Cotter Estate and the 81,747 shares of Class B Voting Common Stock held by the Cotter Living Trust that are to be distributed to the to-be-formed trust for her children.
- (9) Based on Mr. Cuban's Schedule 13D/A filed with the SEC on July 5, 2023 and his Form 4 filed with the SEC on September 15, 2023.
- (10) Based on GAMCO Investors, Inc.'s Schedule 13D/A filed with the SEC on November 27, 2024, on behalf of Mario J. Gabelli ("Mario Gabelli") and various entities which Mario Gabelli directly or indirectly controls or for which he acts as Chief Investment Officer, Mario Gabelli holds 119,530 shares of Class B Voting Common Stock. The Company has reason to believe that Mr. Gabelli also holds an aggregate amount of 565,600 shares of Class A Non-Voting Common Stock.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The members of our Audit Committee are Directors Douglas McEachern, who serves as Chairperson, Guy Adams and Dr. Judy Codding. Management presents all potential related party transactions to the Audit Committee for review. Our Audit Committee reviews whether a given related party transaction is beneficial to our Company and approves or bars the transaction after a thorough analysis. Only committee members disinterested in the transaction in question participate in the determination of whether the transaction may proceed.

Sutton Hill Capital

In 2001, we entered into a transaction with Sutton Hill Capital, LLC ("SHC") regarding the master leasing, with certain options to purchase the underlying ground lease interests, of four cinemas located in Manhattan including our current Village East and Cinemas 1, 2, 3 theatres.

Over the years, we sold our interests in two of the cinemas subject to that master lease to third parties and acquired the fee interest in the land underlying and the improvements constituting the Cinemas 1, 2, 3. Accordingly, the Village East is the only cinema that remains subject to the master lease. As the land underlying the Village East is owned by a third party, our relationship with SHC under the master lease is that of a subtenant. Our rent paid to SHC for that cinema has been fixed at \$590,000 for each of the past three years. In light of the challenges to the motion picture exhibition industry, SHC has permitted us to defer a portion of the rent on our Village East cinema master lease since October 2023. In 2024 we deferred \$590,000 into the current year. As of December 31, 2024, we have accrued \$737,500 in rent with respect to the Village East cinema.

Our master lease of the Village East has been extended from time to time and now terminates on September 1, 2027. On August 28, 2019, we exercised our option under the master lease to acquire SHC's interest in the ground lease underlying that master lease for \$5.9 million. That option was originally scheduled to close on May 31, 2021, but has been extended from time to time, and is now scheduled to close on April 30, 2025. We recorded the Village East Cinema building as a property asset of \$4.7 million on our balance sheet based on the cost carry-over basis from an entity under common control with a corresponding capital lease liability of \$5.9 million presented under other liabilities.

In 2005, we acquired (i) from a third party, the fee interest in the land underlying the Cinemas 1, 2, 3 and (ii) from SHC, its interest in the ground lease estate underlying and the improvements constituting the Cinemas 1, 2, 3 and granted to SHC an option to acquire at our cost a 25% interest in the special purpose entity, Sutton Hill Properties, LLC ("SHP"), formed to acquire these fee, leasehold and improvements interests. On June 28, 2007, SHC exercised this option. Since the acquisition by SHC of its 25% interest, SHP has covered its operating costs and debt service through (i) cash flow from the Cinemas 1, 2, 3, (ii) borrowings from third parties, (iii) pro-rata contributions from the members, and (iv) working capital loans from the Company and SHC. We manage the Cinemas 1, 2, 3, pursuant to a management agreement.

On August 31, 2016, we secured a three-year, \$20.0 million mortgage loan with Valley National Bank which debt has been extended from time to time and has varied in amount. As of March 31, 2025, the principal amount of this loan was \$20,592,511, all due any payable on October 1, 2025 (based on the second six-month option we exercised on February 26, 2025). The Valley National Loan has been guaranteed by our Company and an environmental indemnity has been provided by our Company. SHC has agreed to indemnify our Company to the extent of 25% of any loss incurred by our Company with respect to any such guarantee and/or indemnity (a percentage reflecting SHC's membership interest in SHP).

Since the cash flow from the Cinemas 1,2,3 has not been sufficient to service the Valley National Loan, the members of SHP (our Company and SHC) have from time to time made contributions to the capital of SHP in order to avoid dilution of their respective interests in SHP. No capital contributions were called or made in 2022 or 2023.

In 2022, we extended a working capital loan to SHP, the balance of which was \$6.9 million at December 31, 2024 (the responsibility for which follows the 75% / 25% ownership structure between the Reading partner and SHC or

\$5.1 million and \$1.7 million, respectively). The interest rate is determined by reference to the interest we are paying on our Bank of America facility. The loan has been approved by the Audit Committee of our Board of Directors.

In 2024, SHC made a working capital loan of \$500,000 to fund a deposit required under the terms of the Valley National Bank amendment.

Live Theatre Play Investment

From time to time, our officers and Directors may invest in plays that license our live theatres. The play *STOMP*, played in our Orpheum Theatre since prior to the time we acquired the theatre in 2001, until its final show on January 8, 2023. The Cotter Estate and a third party together own an approximately 5% interest in that play, an interest that they have held since prior to our acquisition of the theatre.

Review, Approval or Ratification of Transactions with Related Persons

Our Audit Committee has adopted a written charter, which includes responsibility for approval of "Related Party Transactions." Under its charter, our Audit Committee performs the functions of the "Conflicts Committee" of our Board and is delegated responsibility and authority by our Board to review, consider and negotiate, and to approve or disapprove on behalf of our Company the terms and conditions of any and all Related Party Transactions (defined below) with the same effect as though such actions had been taken by our full Board. Any such matter requires no further action by our Board in order to be binding upon our Company, except in the case of matters that, under applicable Nevada law, cannot be delegated to a committee of our Board and must be determined by our full Board. In those cases where the authority of our Board cannot be delegated, the Audit Committee nevertheless provides its recommendation to our full Board.

As used in our Audit Committee's Charter, the term "Related Party Transaction" means any transaction or arrangement between our Company on one hand, and on the other hand (i) any one or more directors, executive officers or stockholders holding more than 5% of the voting power of our Company (or any spouse, parent, sibling or heir of any such individual), or (ii) any one or more entities under common control with any one of such persons, or (iii) any entity in which one or more such persons holds more than a 10% interest. Related Party Transactions do not include matters related to employment or employee compensation-related issues.

The charter provides that our Audit Committee review transactions subject to the policy and determines whether or not to approve or ratify those transactions. In doing so, our Audit Committee considers, among other factors, it deems appropriate:

- the approximate dollar value of the amount involved in the transaction and whether the transaction is material to us;
- whether the terms are fair to us, have resulted from arm's length negotiations and are on terms at least as favorable as would apply if the transaction did not involve a related person;
- the purpose of, and the potential benefits to us of, the transaction;
- whether the transaction was undertaken in our ordinary course of business;
- the related person's interest in the transaction, including the approximate dollar value of the amount of the related person's interest in the transaction without regard to the amount of any profit or loss;
- required public disclosure, if any; and
- any other information regarding the transaction or the related person in the context of the proposed transaction that would be material to investors in light of the circumstances of the particular transaction.

Director Independence and Board Oversight Structure

Our Company has elected to take advantage of the "controlled company" exemption under applicable listing rules of the Nasdaq Capital Stock Market (the "Nasdaq Listing Rules"). Accordingly, our Company is exempted from the requirement to have a board of directors composed of at least a majority of independent directors, as that term is defined in the Nasdaq Listing Rules and SEC Rules ("Independent Directors") and to have an independent nominating committee and

independent Compensation Committee. Nevertheless, our Board has for many years had a majority of Independent Directors and expects to nominate a majority of Independent Directors for election to our Board this year. In determining who is an Independent Director, we follow the definition in section 5605(a)(2) of the Nasdaq Listing Rules. Under such rules, we consider the following directors to be independent: Guy Adams, Dr. Judy Coddling and Douglas McEachern. Our Board annually reviews the independence of our directors.

We currently have an Audit Committee and a Compensation Committee, each composed entirely of Independent Directors. Historically, our Lead Independent Director chairs meetings of the Independent Directors (typically held as a separate part of board meetings) and acts as liaison between our Chair, Vice-Chair and our Independent Directors.

We also currently have a four-member Executive Committee composed of our Chair, Vice-Chair, our Lead Technology and Cyber Risk Director (Guy W. Adams) and Dr. Judy Coddling. As a consequence of this structure, the concurrence of at least one non-management member of the Executive Committee is required in order for the Executive Committee to take action.

Our Board has adopted (and updated as appropriate) the following: (i) a charter for our Compensation Committee, (ii) a charter for our Audit Committee, (iii) a Code of Business Conduct and Ethics, (iv) a Supplemental Insider Trading Policy restricting trading in our stock by our Directors and executive officers, (v) an Anti-Discrimination, Anti-Harassment and Anti-Bullying policy, (vi) a Whistleblower Policy, and (vii) a Stock Ownership Policy, setting out minimum stock ownership levels for our directors and senior executives. Under our Amended and Restated Supplemental Insider Trading Policy, our directors and executive officers are restricted from engaging in certain forms of hedging transactions, such as zero-cost collars, equity swaps, prepaid variable forward contracts and exchange funds.

In recognition of the special risks involved with technology and cyber security, Director Adams serves as our Lead Technology and Cyber Risk Director and Board's liaison with our Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), Chief Information Officer and General Counsel in connection with the assessment of our Company's technology and cyber security needs and the implementation of appropriate policies and procedures to meet those needs. He ensures that relevant information is brought to our Board, and coordinates the timely presentation of such information to, and facilitates the consideration of such information by, all directors. He also coordinates with our management timely and appropriate director education with respect to such matters to enhance director understanding of the issues involved and the options available to our Company. In preparation for this role, Director Adams, in 2018, completed the Cyber-Risk Oversight course presented by the National Association of Corporate Directors.

We believe that our Directors bring a broad range of leadership experience to our Company and regularly contribute to the thoughtful discussion involved in effectively overseeing the business and affairs of our Company. We believe that all Board members are well-engaged in their responsibilities and that all Board members express their views and consider the opinions expressed by other Directors. Our Independent Directors are involved in the leadership structure of our Board by serving on our Executive Committee, our Audit Committee and our Compensation Committee, each of which has a separate independent Chair. Nominations to our Board for the Annual Meeting will be made by our entire Board.

Item 14 – Principal Accounting Fees and Services

Summary of Principal Accounting Fees for Professional Services Rendered

Our independent public accountants, Grant Thornton LLP, have audited our financial statements for the fiscal year ended December 31, 2024, and are expected to have a representative present at the 2025 Annual Meeting of Stockholders, who will have the opportunity to make a statement if he or she desires to do so and is expected to be available to respond to appropriate questions.

Audit Fees

The aggregate fees for professional services for the audit of our financial statements, audit of internal controls related to the Sarbanes-Oxley Act, and the reviews of the financial statements included in our Form 10-K and Forms 10-Q provided by Grant Thornton LLP for 2024 and 2023, was approximately \$1,440,000 and \$1,327,000, respectively.

Audit-Related Fees

Grant Thornton LLP did not provide us any audit related services for 2024 and 2023.

Tax Fees

Grant Thornton LLP did not provide us any professional services for tax compliance, tax advice, or tax planning in 2024 or 2023.

All Other Fees

Grant Thornton LLP did not provide us any products or services for 2024 or 2023, other than as set forth above.

Pre-Approval Policies and Procedures

Our Audit Committee must pre-approve, to the extent required by applicable law, all audit services and permissible non-audit services provided by our independent registered public accounting firm, except for any de minimis non-audit services. Non-audit services are considered de minimis if (i) the aggregate amount of all such non-audit services constitutes less than 5% of the total amount of revenues we paid to our independent registered public accounting firm during the fiscal year in which they are provided; (ii) we did not recognize such services at the time of the engagement to be non-audit services; and (iii) such services are promptly submitted to our Audit Committee for approval prior to the completion of the audit by our Audit Committee or any of its members who has authority to give such approval. Our Audit Committee pre-approved all services provided to us by Grant Thornton LLP for 2024 and 2023.

PART IV

Item 15 – Exhibits and Financial Statement Schedules

The information required by this Item is set forth in the Exhibit Index that precedes the signature page to this Form 10-K/A.

Exhibit No.	Description	Links for Exhibits Incorporated by Reference
3.1	Amended and Restated Articles of Incorporation of Reading International, Inc., a Nevada corporation, effective as of August 6, 2014	Filed as Exhibit 3.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015 , filed on April 29, 2016 and incorporated herein by reference.
3.2	Amended and Restated Bylaws of Reading International, Inc., a Nevada corporation, effective as of November 7, 2017 ⁽¹⁾	Filed as Exhibit 3.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2017 , filed on March 16, 2018 and incorporated herein by reference.
4.1	Form of Preferred Securities Certificate evidencing the preferred securities of Reading International Trust I	Filed as Exhibit 4.1 to the Company's report on Form 8-K filed on February 9, 2007 , and incorporated herein by reference.
4.2	Form of Common Securities Certificate evidencing common securities of Reading International Trust I	Filed as Exhibit 4.2 to the Company's report on Form 8-K filed on February 9, 2007 , and incorporated herein by reference.
4.3	Form of Reading International, Inc. and Reading New Zealand, Limited, Junior Subordinated Note due 2027	Filed as Exhibit 4.3 to the Company's report on Form 8-K filed on February 9, 2007 , and incorporated herein by reference.
4.4	Indenture among Reading International, Inc., Reading New Zealand Limited, and Wells Fargo Bank, N.A., as indenture trustee.	Filed as Exhibit 10.4 to the Company's report on Form 8-K dated February 5, 2007 , and incorporated herein by reference.
4.5	Form of Indenture	Filed as Exhibit 4.4 to the Company's report on Form S-3 on October 20, 2009 , and incorporated herein by reference.
4.6	Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934	Filed as Exhibit 4.6 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 , and incorporated herein by reference.
10.1*	Reading International, Inc. 2020 Stock Incentive Plan	Filed as Appendix A to the Company's Proxy Statement filed on November 6, 2020 , and incorporated herein by reference.
10.2*	First Amendment to Reading International, Inc. 2020 Stock Incentive Plan	Filed as Appendix A to the Company's Proxy Statement filed on October 27, 2023 , and incorporated herein by reference.
10.3*	Second Amendment to Reading International, Inc. 2020 Stock Incentive Plan	Filed as Appendix A to the Company's Proxy Statement filed on October 25, 2024 , and incorporated herein by reference.
10.4*	Form of Restricted Stock Unit Agreement (with Grant Notice) (Non-Employee Directors) under the 2020 Stock Incentive Plan	Filed as Exhibit 10.7 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 , and incorporated herein by reference.
10.5*	Form of Restricted Stock Unit Agreement (with Grant Notice) (Executive Officer) under the 2020 Stock Incentive Plan	Filed as Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 , and incorporated herein by reference.
10.6*	Form of Stock Option Agreement (Executives) under the 2020 Stock Incentive Plan	Filed as Exhibit 10.7 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 , and incorporated herein by reference.
10.7*	Form of Stock Option Agreement (Directors) under the 2020 Stock Incentive Plan	Filed as Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 , and incorporated herein by reference.

10.8*	2023 Reading International, Inc. Executive Incentive Plan	Filed as Exhibit 10.47 to the Company's Annual Report on Form 10-K/A for the year ended December 31, 2022 , and incorporated herein by reference.
10.9*	Form of Indemnification Agreement, as routinely granted to the Company's Officers and Directors.	Filed as Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 , and incorporated herein by reference.
10.10	Amended and Restated Lease Agreement, dated as of July 28, 2000, as amended and restated as of January 29, 2002, between Sutton Hill Capital, L.L.C. and Citadel Cinemas, Inc.	Filed as Exhibit 10.40 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 and incorporated herein by reference.
10.11	Second Amendment to Amended and Restated Master Operating Lease dated as of September 1, 2005	Filed as Exhibit 10.58 to the Company's report on Form 8-K filed on September 21, 2005 , and incorporated herein by reference.
10.12	Assignment and Assumption of Lease between Sutton Hill Capital L.L.C. and Sutton Hill Properties, LLC dated as of September 19, 2005	Filed as Exhibit 10.56 to the Company's report on Form 8-K filed on September 21, 2005 , and incorporated herein by reference.
10.13	Third Amendment to Amended and Restated Master Operating Lease Agreement, dated June 29, 2010, between Sutton Hill Capital, L.L.C. and Citadel Cinemas, Inc.	Filed as Exhibit 10.21 to the Company's report on Form 10-K for the year ended December 31, 2010 , and incorporated herein by reference.
10.14	Omnibus Amendment Agreement, dated as of October 22, 2003, between Citadel Cinemas, Inc., Sutton Hill Capital, L.L.C., Nationwide Theatres Corp., Sutton Hill Associates, and Reading International, Inc.	Filed as Exhibit 10.49 to the Company's report on Form 10-Q for the period ended September 30, 2003 , and incorporated herein by reference.
10.15	Amended and Restated Declaration of Trust, dated February 5, 2007, among Reading International Inc. as sponsor, the Administrators named therein, and Wells Fargo Bank, N.A., as property trustee, and Wells Fargo Delaware Trust Company as Delaware trustee	Filed as Exhibit 10.2 to the Company's report on Form 8-K dated February 5, 2007 , and incorporated herein by reference.
10.16	Amended and Restated Corporate Markets Loan & Bank Guarantee Facility Agreement dated December 23, 2015, among Reading Entertainment Australia Pty Ltd and National Australia Bank Limited	Filed as Exhibit 10.9 to the Company's Annual Report on Form 10-K for the year ended December 31, 2015 , filed on April 29, 2016 and incorporated herein by reference.
10.17	Amendment Deed dated June 12, 2018 between National Australia Bank Limited and Reading Entertainment Australia Pty Ltd.	Filed as Exhibit 10.1.2 to the Company's report on Form 8-K (file no. 1-8625), filed on June 2, 2020 , and incorporated herein by reference.
10.18	Amendment Deed dated March 27, 2019 between National Australia Bank Limited and Reading Entertainment Australia Pty Ltd.	Filed as Exhibit 10.1.3 to the Company's report on Form 8-K (file no. 1-8625), filed on June 2, 2020 , and incorporated herein by reference.
10.19	Letter of Waiver dated April 9, 2020 between National Australia Bank Limited and Reading Entertainment Australia Pty Ltd.	Filed as Exhibit 10.1.4 to the Company's report on Form 8-K (file no. 1-8625), filed on June 2, 2020 , and incorporated herein by reference.
10.20	Amendment Letter dated August 6, 2020 between National Australian Bank Limited and Reading Entertainment Australia Pty. Ltd.	Filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2020 , and incorporated herein by reference.
10.21	Amendment Deed dated June 8, 2021, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021 , and incorporated herein by reference.
10.22	Corporate Markets Loan & Bank Guarantee Facility Agreement dated June 8, 2021, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021 , and incorporated herein by reference.
10.23	Amendment Deed dated November 2, 2021, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2021 , and incorporated herein by reference.

10.24	Transactional Facility Side Letter dated November 3, 2021 between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.45 to the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed on March 16, 2022 and incorporated herein by reference.
10.25	Variation Deed of the Corporate Markets Loan & Bank Guarantee Facility Agreement, dated December 16, 2022, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 8-K (file no. 1-8625) , filed on December 22, 2022 , and incorporated herein by reference.
10.26	Amendment Deed dated May 12, 2023, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-O for the quarter ended June 30, 2023 , and incorporated herein by reference.
10.27	Amendment Deed dated August 13, 2023, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-O for the quarter ended September 30, 2023 , and incorporated herein by reference.
10.28	Deed of Subordination dated October 26, 2023, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.28 to the Company's report on Form 10-K for the year ended December 31, 2023 , and incorporated herein by reference..
10.29	Amendment Deed dated April 4, 2024, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-O for the quarter ended June 30, 2024 , and incorporated herein by reference.
10.30	Renewal and Amendment of Banking Facilities dated December 17, 2024, by and between Reading Entertainment Australia Pty Ltd and National Australia Bank Limited.	Filed as Exhibit 10.28 to the Company's report on Form 10-K for the year ended December 31, 2024 , and incorporated herein by reference.
10.31	Second Amended and Restated Credit Agreement dated March 6, 2020, among Consolidated Amusement Holdings, LLC, certain affiliates of the Company, the financial institutions party thereto and Bank of America, N.A., as administrative agent.	Filed as Exhibit 10.2.1 to the Company's report on Form 8-K (file no. 1-8625) , filed on June 2, 2020 , and incorporated herein by reference.
10.32	Waiver and First Amendment to Second Amended and Restated Credit Agreement dated May 15, 2020, among Consolidated Amusement Holdings, LLC, certain affiliates of the Company, the financial institutions party thereto and Bank of America, N.A., as administrative agent.	Filed as Exhibit 10.2.2 to the Company's report on Form 8-K (file no. 1-8625) , filed on June 2, 2020 , and incorporated herein by reference.
10.33	Waiver and Second Amendment to Second Amended and Restated Credit Agreement dated August 7, 2020 between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.3 to the Company's Quarterly Report on Form 10-O for the quarter ended June 30, 2020 , and incorporated herein by reference.
10.34	Waiver and Third Amendment to Second Amended and Restated Credit Agreement, dated August 8, 2021, between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-O for the quarter ended September 30, 2021 , and incorporated herein by reference.
10.35	Waiver and Fourth Amendment to Second Amended and Restated Credit Agreement, dated November 29, 2022, between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.1 to the Company's report on Form 8-K (file no. 1-8625) filed on December 16, 2022 , and incorporated herein by reference.
10.36	Waiver and Fifth Amendment to Second Amended and Restated Credit Agreement, dated March 30, 2023, between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-O for the quarter ended March 31, 2023 , and incorporated herein by reference.
10.37	Waiver and Sixth Amendment to Second Amended and Restated Credit Agreement, dated March 27, 2024, between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-O for the quarter ended March 31, 2024 , and incorporated herein by reference.

10.38	Waiver and Seventh Amendment to Second Amended and Restated Credit Agreement, dated October 3, 2024, between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.36 to the Company's Report on Form 10-K for the year ended December 31, 2024 , and incorporated herein by reference.
10.39	Waiver and Eighth Amendment to Second Amended and Restated Credit Agreement, dated January 3, 2025, between Consolidated Amusement Holdings, LLC, and Bank of America, N.A.	Filed as Exhibit 10.37 to the Company's Report on Form 10-K for the year ended December 31, 2024 , and incorporated herein by reference.
10.40	Loan Agreement dated as of May 7, 2021, by and between Reading Tammany Owner LLC and US Development, LLC, collectively as borrower, and Emerald Creek Capital 3, LLC, as administrative agent and collateral agent for the lender.	Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2021 , and incorporated herein by reference.
10.41	First Omnibus Loan Modification and Extension Agreement dated April 23, 2024, by and between Reading Tammany Owner LLC and US Development, LLC, collectively as borrower, and Emerald Creek Capital 3, LLC, as administrative agent and collateral agent for the lender.	Filed as Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2024 , and incorporated herein by reference.
10.42	Consolidated, Amended and Restated Mortgage Promissory Note dated March 13, 2020, between Sutton Hill Properties, LLC and Valley National Bank.	Filed as Exhibit 10.4.1 to the Company's report on Form 8-K (file no. 1-8625) , filed on June 2, 2020, and incorporated herein by reference.
10.43+	Amended and Restated Mortgage Promissory Note dated September 29, 2023, executed by Sutton Hill Properties, LLC in favor of Valley National Bank.	N/A
10.44+	Amended and Restated Mortgage and Security Agreement dated September 29, 2023, executed by Sutton Hill Properties, LLC in favor of Valley National Bank.	N/A
10.45+	Mortgage Modification and Extension Agreement dated September 29, 2023, executed by Sutton Hill Properties, LLC and Valley National Bank.	N/A
10.46+	Note Modification Agreement dated October 1, 2024, executed by Sutton Hill Properties, LLC and Valley National Bank.	N/A
18	Preferability Letter from Independent Registered Public Accounting Firm, Grant Thornton LLP.	Filed as Exhibit 18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2016 filed on March 13, 2017 and incorporated herein by reference.
19.1	Reading International, Inc. and Subsidiaries Insider Trading Policy	Filed as Exhibit 19.1 to the Company's Annual Report on Form 10-K/A No.1 for the year ended December 31, 2024 filed on April 21, 2025 and incorporated herein by reference.
19.2	Reading International, Inc. Amended and Restated Supplemental Policy Concerning Trading in Company Securities by Certain Designated Persons	Filed as Exhibit 19.2 to the Company's Annual Report on Form 10-K/A No.1 for the year ended December 31, 2024 filed on April 21, 2025 and incorporated herein by reference.
21	List of Subsidiaries.	Filed as Exhibit 21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on March 31, 2025 and incorporated herein by reference.
23.1	Consent of Independent Registered Public Accounting Firm, Grant Thornton LLP.	Filed as Exhibit 23.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on March 31, 2025 and incorporated herein by reference.
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed as Exhibit 31.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on March 31, 2025 and incorporated herein by reference.
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed as Exhibit 31.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on March 31, 2025 and incorporated herein by reference.

31.3	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed as Exhibit 31.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on April 21, 2025 and incorporated herein by reference.
31.4	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	Filed as Exhibit 31.4 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on April 21, 2025 and incorporated herein by reference.
31.5+	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	N/A
31.6+	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	N/A
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed as Exhibit 32.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on March 31, 2025 and incorporated herein by reference.
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	Filed as Exhibit 32.2 to the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed on March 31, 2025 and incorporated herein by reference.
97.1	Reading International, Inc. Executive Officer Clawback Policy, effective as of October 2, 2023.	Filed as Exhibit 97.1 to the Company's Annual Report on Form 10-K/A for the year ended December 31, 2023 filed on April 29, 2024 and incorporated herein by reference.
101	The following material from our Company's Annual Report on Form 10-K for the year ended December 31, 2024, formatted in iXBRL (Inline Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Income, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Cash Flows, and (v) the Notes to the Consolidated Financial Statements.	N/A
104	Cover Page Interactive Data File (embedded within the Inline XBRL document and included in Exhibit 101).	N/A

+ Filed herewith.

* Indicates a management contract or compensatory plan or arrangement.

(1) Included is the amended and restated version of this exhibit, redlined to show the amendment adopted on November 7, 2017.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

READING INTERNATIONAL, INC.
(Registrant)

Date: April 30, 2025

By: /s/ Gilbert Avanes
Gilbert Avanes
Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

**AMENDED AND RESTATED
MORTGAGE PROMISSORY NOTE**

September 29, 2023 New York, New York

FOR VALUE RECEIVED, SUTTON HILL PROPERTIES, LLC, a Nevada limited liability company qualified to do business in New York, having its principal place of business at 5995 Sepulveda Boulevard, Suite 300, Culver City, California 90230 (the "**Borrower**") hereby promises to pay to the order of VALLEY NATIONAL BANK, a national banking association at its offices at 1455 Valley Road, Wayne, New Jersey 07470, and its successors and assigns ("**Mortgagee**"), the original principal sum of Twenty-One Million Sixty Thousand Nine Hundred Twelve and 57/100 Dollars (\$21,060,912.57) together with interest according to the following terms and conditions:

1. Payments.

This Amended and Restated Mortgage Promissory Note ("**Note**" and "**Restated Note**" as referred to in the Extension and Modification Agreement of even date herewith between Borrower and Mortgagee) shall be repaid as follows:

(A) Interest hereon for the period from the date hereof through the end of the current calendar month shall be due and payable simultaneously with the execution of this Note.

(B) Eleven (11) equal consecutive monthly installments of principal and interest, in an amount as calculated pursuant to Interest Rate and Interest Calculations (as defined below) commencing on November 1, 2023 (the "**First Payment Date**"), and each payment being a "**Payment Date**"), and continuing on the first day of each month thereafter until and including September 1, 2024.

(C) One (1) payment in the amount of One Million Sixty Thousand Nine Hundred Twelve and 57/100 Dollars (\$1,060,912.57) (the "**Required Paydown Amount**") due and payable in full on March 1, 2024. Borrower shall deliver to Mortgagee, together with the Required Paydown Amount, a certificate in form reasonably acceptable to Mortgagee executed by Borrower's manager or an authorized officer of Borrower certifying that each of the representations and warranties of the Borrower contained in the Loan Documents is true, complete and correct in all material respects as of the date of such manager or officer certificate except to the extent such representations and warranties are matters which by their nature can no longer be true and correct as a result of the passage of time. Notwithstanding the foregoing, in the event that Borrower has entered into a purchase and sale agreement for the sale of the entire Mortgaged Property with a bona-fide third party purchaser with a non-refundable (*i.e.*, all contingency periods, if any, under such agreement have expired and such purchaser shall have no termination rights thereunder except for cause (e.g., a termination right which may be triggered by

casualty, condemnation, title defect or other event as would customarily lead to such right of purchaser)) earnest money deposit in an amount equal to not less than five percent (5%) of the purchase price, which purchase price shall be in an amount equal to or greater than such amount as shall be required to indefeasibly repay in full the entire indebtedness evidenced by this Note plus all closing costs payable by Borrower as seller in connection with such sale of the Mortgaged Property (the "PSA") and has provided a copy of such fully-executed PSA to Mortgagee, then the date upon which such Required Paydown Amount shall be due and payable shall be extended until the earlier to occur of (i) the date on which the closing of title shall occur pursuant to the PSA, (ii) five (5) days after the date of any termination or cancellation of the PSA, or (iii) the Maturity Date.

(D) A final installment of principal in such amount as shall constitute the entire outstanding principal balance of this Note, plus all accrued and unpaid interest as calculated pursuant to Interest Rate and Interest Calculations (as defined below), and all other sums due under this Note and/or the Mortgage (as defined below) due and payable in full on October 1, 2024 (the "**Maturity Date**").

The monthly installments of principal and interest described above shall be based on a two hundred sixty (260) month amortization schedule.

2. Interest Rate.

The annual rate of interest payable under this Note ("**Interest Rate**") for the period commencing on and including the date hereof through and including the Maturity Date (the "**Loan Term**"), shall be calculated at a floating rate equal at all times to three hundred fifty (350) basis points (3.50%) above the SOFR Loan Rate (as defined below), as such rate may change from time to time, adjusted daily, provided that at no time during the Loan Term shall the rate of interest be less than seven and one half of one percent (7.50%) per annum, and *provided* further, that the rate of interest may be increased to the Default Interest Rate (as defined below) in accordance with the terms and provisions of the Loan Documents.

"**SOFR**" shall mean, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day.

"**SOFR Loan Rate**" shall mean, for any applicable Interest Period (as defined below), the rate per annum equal to Term SOFR (as defined below) published for the Rate Determination Date and having a term equivalent to such Interest Period. Notwithstanding the foregoing, if, as of 5:00 p.m. (ET) on any applicable Rate Determination Date, Term SOFR has not been published, then the rate used will be such Term SOFR as published for the first preceding U.S. Government Securities Business Day so long as such first preceding U.S. Government Securities Business Day is not more than two (2) U.S. Government Securities Business Days prior to such Rate Determination Date.

"Interest Period" shall mean each period beginning on, and including, a Payment Date and ending on, and including, the day preceding the next Payment Date.

"Rate Determination Date" shall mean, for any applicable Interest Period, the date that is two (2) U.S. Government Securities Business Days prior to the commencement of such Interest Period.

"Term SOFR" shall mean, for any Interest Period, the 1-month CME SOFR Term Reference Rate administered by Chicago Mercantile Exchange ("CME") (or any successor forward-looking term rate derived from SOFR published by any successor administrator thereof, as may be recommended by the Federal Reserve Bank of New York) and published on the applicable commercially available screen page as may be reasonably designated by the Mortgagee from time to time. Notwithstanding anything herein to the contrary, in the event that, by reason of circumstances affecting the relevant market, Term SOFR (i) is permanently or indefinitely unavailable or unascertainable, (ii) ceases to be published, (iii) is officially discontinued by the administrator of Term SOFR and such circumstances are unlikely to be temporary, (iv) the government authority having jurisdiction over the Mortgagee set forth a specific date that Term SOFR shall no longer be available for determining interest rates, (v) can no longer be lawfully relied upon in contracts, (vi) does not accurately and fairly reflect the cost of making or maintain the type of advance under this Note, or (vii) the Mortgagee in its sole reasonable judgment believes that Term SOFR is no longer a widely recognized benchmark for the origination of loans and such circumstances are unlikely to be temporary, then all references to Term SOFR herein will instead mean the Alternate Rate (as defined below). The Mortgagee will provide prompt written notice to the Borrower of such Alternate Rate, which will be effective on the date of the earliest event set forth in clauses (i)-(vii) of this paragraph. If there is any ambiguity as to the date of occurrence of any such event, Mortgagee's judgment will be dispositive.

"Alternate Rate" shall mean a replacement rate for Term SOFR determined by the Mortgagee in its sole judgment. If at any time such Alternate Rate is less than zero percent (0%), then the replacement rate shall be deemed zero percent (0%) for purposes of calculating the Interest Rate.

3. Interest Calculations. Interest shall accrue on the unpaid principal amount of this Note from the date hereof until all sums under this Note are paid in full. Interest during the term hereof shall be computed on the basis of a 360-day year and actual number of days elapsed.

4. Application of Payments. Payments received under this Note (including prepayments) shall be applied first to accrued interest and then to installments of principal, in inverse order of their maturity dates. Notwithstanding the previous sentence, Mortgagee shall have the right, at its sole option, to apply any payment received under this Note first to any late fees, collection or other expenses to which Mortgagee may be entitled under this Note, the Mortgage (as defined below) or any other Loan Document. The making of any partial prepayment shall not change the due dates or amounts of

monthly installment payments next becoming due, but shall only change the allocations of future payments of interest and principal based on such prepayment and produce possibly an earlier payoff date on this Note.

5. **Late Fee.** If any payment (including tax or insurance escrow payments) is not received by Mortgagee within fifteen (15) days following its due date, without limiting any right or remedy under this Note, the Mortgagee or any other Loan Document, Mortgagee may charge a late fee equal to Five Percent (5%) of the total amount overdue.

6. **Prepayments.** Prepayment of the Loan is permitted at any time upon not less than thirty (30) days prior written notice to Mortgagee. Such prepayment must be accompanied by payment of all accrued interest on the amount being prepaid and any and all applicable charges due under the Loan Documents. All prepayments shall be applied first to any outstanding charges or fees relating to the Loan, then to interest and then to principal.

Except as otherwise expressly set forth in this Note, the Mortgagee shall not be required to accept partial prepayments of the Loan.

No prepayment premium shall be due in connection with any prepayments of the Loan.

7. **Place and Manner of Payment.** Payments under this Note are to be made in United States currency at the offices of Mortgagee listed in this Note or at such other location designated by Mortgagee. Without limiting in any way Mortgagee's right of setoff against Borrower, Mortgagee is authorized and directed to apply funds in any account in the name of Borrower with Mortgagee to make any payments under this Note without any additional authorization, from, and without prior notice to, the undersigned. Any delay by Mortgagee in submitting a statement of any amount due under this Note shall not relieve Borrower of its duty to inquire as to the amount due and to make timely payments.

8. **Collateral.** This is the Note referred to in, and secured by the Mortgage ("Mortgage") of this date from the undersigned in favor of Mortgagee. The terms and conditions of which are hereby incorporated into this Note. Capitalized terms in this Note that are defined in the Mortgage, and not otherwise defined in this Note, shall have the meaning set forth in the Mortgage.

9. **Defaults and Remedies.** Upon the occurrence of an Event of Default, all sums outstanding under this Note may, at Mortgagee's sole option, become, or may be declared to be, immediately due and payable in full, and the Mortgagee may exercise any of its other rights and remedies as set forth in the Mortgage and/or all other Loan Documents, including, without limitation, the right to increase the interest rate on such sums to the Default Interest Rate. Mortgagee's delay or failure to accelerate this Note or to exercise any other available right or remedy shall not impair any such right or remedy, nor shall it be construed to be a forbearance or waiver. The term "Default Interest Rate"

means a rate of Five Percent (5%) in excess of the interest rate provided for in this Note. Unless otherwise agreed to by Mortgagee, the Default Interest Rate shall (a) be applied retroactively to the date of the first occurrence of the Event of Default, (b) be computed on a three hundred sixty (360) day year based on a 30/360 day basis, and (c) survive entry of any judgment relating to the Loan.

10. New York Law. This Note has been executed and delivered at and shall be deemed to have been made in the State of New York and shall in all respects be governed by and construed, applied and enforced in accordance with the internal laws, including the conflict of law rules, of the State of New York, except to the extent that procedural matters must be governed by the law of the jurisdiction wherein the Mortgaged Property is located. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Note shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Note.

11. Partial Invalidity. If any term or provision of this Note is at any time held to be invalid by any court of competent jurisdiction, the remaining terms and provisions of this Note shall not be affected and shall remain in full force and effect.

12. Waivers. Without limiting any other provisions of the Mortgage or the Loan Documents, Borrower, for itself and all endorsers, guarantors and sureties of this Note, and their heirs, legal representatives, successors and assigns, hereby waives, to the fullest extent permitted by law, valuation, appraisal, presentment for payment, demand, notice of nonpayment, notice of dishonor, protest, notice of protest, lack of diligence, delays in collection or enforcement of this Note, notice of the intention to accelerate, the benefit of all applicable law affording any right or redemption or cure and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, except as expressly provided herein or in the Mortgage, and in connection with any suit, action or proceeding brought by Mortgagee on this Note, any and every right it may have to (a) a trial by jury, (b) interpose any counterclaim therein (other than a counterclaim which can only be asserted in a suit, action or proceeding brought by Mortgagee on this Note and cannot be maintained in a separate action), and (c) have the same consolidated with any other or separate suit, action or proceeding, and agrees that their respective liability shall be unconditional and without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Mortgagee. **BORROWER HEREBY REPRESENTS THAT BORROWER'S COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.** By accepting this Note, Mortgagee also waives its right to request a trial by jury.

Borrower (or each of them, if more than one) hereby expressly waives, to the extent permitted by law, for the benefit of the Mortgagee: (i) any right to require the

Mortgagee, as a condition of payment or performance by either Borrower, to (A) proceed against the other Borrower or any other person or entity, (B) proceed against or exhaust any collateral for the Loan held from the other Borrower or any other person or entity, (C) proceed against or have resort to any balance of any deposit account, securities account, or credit on the books of the Mortgagee in favor of the other Borrower or any other person or entity, or (D) pursue any other remedy in the power of the Mortgagee whatsoever; (ii) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of the other Borrower, including any defense based on or arising out of the lack of validity or the unenforceability of the Loan or any document, agreement or instrument relating thereto or by reason of the cessation of the liability of the other Borrower from any cause other than payment in full of the Loan; (iii) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (iv) any defense based upon the Mortgagee's errors or omissions in the administration of the Loan; (v) (1) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of its obligations hereunder, (2) the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof, (3) any rights to set-offs, recoupments and counterclaims, and (4) promptness, diligence and any requirement that the Mortgagee protect, secure, perfect or insure any security interest or lien or any property subject thereto; (vi) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default thereunder or under this Note, the Mortgage or the Loan Documents, any agreement or instrument related thereto, notices of any renewal, extension or modification of the Loan or any agreement related thereto, notices of any extension of credit to the other Borrower and notices of any matters referred to in any guaranty securing this Note and any right to consent to any thereof; and (vii) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate sureties, or which may conflict with the terms hereof.

13. Consent to Jurisdiction. FOR ANY CLAIM, ACTION, OR DISPUTE ARISING UNDER, OR TO INTERPRET OR APPLY, ~~THIS NOTE OR ANY OTHER LOAN DOCUMENT~~, OR TO RESOLVE ANY DISPUTE ARISING UNDER THE FOREGOING OR THE RELATIONSHIP BETWEEN THE PARTIES, BORROWER AND MORTGAGEE IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY, NEW YORK, AND APPELLATE COURTS FROM ANY OF SUCH COURTS. BORROWER AND MORTGAGEE IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY HAVE AT ANY TIME TO VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, INCLUDING ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING SO BROUGHT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THE MORTGAGE OR OTHER LOAN DOCUMENTS SHALL BE DEEMED TO PRECLUDE MORTGAGEE FROM BRINGING ANY SUIT, ACTION, OR PROCEEDING RELATING TO ANY OTHER LOAN

DOCUMENT OR THE INDEBTEDNESS EVIDENCED HEREBY IN ANY OTHER JURISDICTION WHERE MORTGAGEE COULD OTHERWISE PROPERLY BRING SUCH SUIT, ACTION, OR PROCEEDING. BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWER AT THE ADDRESS SET FORTH ON PAGE 1 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW), SUBJECT TO THE REQUIREMENTS FOR A CASE TO BE HEARD IN THE COMMERCIAL DIVISION OF THE NEW YORK STATE SUPREME COURT, THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL DIVISION OF THE NEW YORK STATE SUPREME COURT, AND TO THE APPLICATION OF SAID COURT'S ACCELERATED PROCEDURES PURSUANT TO RULE 9 OF SECTION 202.70(G) OF THE UNIFORM RULES FOR NEW YORK STATE TRIAL COURTS.

14. Interest Limits. If any provision of this Note relating to the rate of interest violates any applicable law in effect at the time payment is due, the interest rate then in effect shall be automatically reduced to the maximum rate then permitted by law. If for any reason Mortgagee should receive as interest an amount that would exceed the highest applicable lawful rate of interest, the amount that would exceed that highest lawful rate shall be deemed to be credited against principal and not to the payment of interest.

15. Successors and Assigns. This Note shall be binding on Borrower and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns. The term "Mortgagee" in this Note shall refer to Valley National Bank or to any other future holder of this Note.

16. Cross Default. The occurrence of an Event of Default shall constitute a default under any other Obligations of Borrower and a default under any other Obligations of Borrower shall constitute an Event of Default under this Note, the Mortgage and all other Loan Documents.

17. Intentionally Omitted.

18. End of Term. If the Borrower fails to pay the Loan in full at the end of the term of this Note, and Borrower thereafter requests the Mortgagee to renew the Loan, then if the Mortgagee agrees to renew the Loan in its sole absolute discretion and same does not occur within thirty (30) days following the date on which the Loan came due, the Borrower shall be required to pay a late fee equal to one (1%) percent of the then outstanding principal balance of the Loan.

19. Time of the Essence. **TIME IS OF THE ESSENCE** with regard to Borrower's performance of all the terms, covenants and conditions of this Note.

20. Notices. All notices to be given under this Note shall be given in the same manner as provided in the Mortgage.

21. Amendment. This Note, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

22. Amended and Restated Note. This Note amends and restates in their entirety the terms and provisions of those certain promissory notes secured by those certain mortgages as more fully described on Exhibit A attached hereto (said promissory notes being hereinafter collectively referred to as the "Existing Notes") so that this Note shall hereafter constitute evidence of but one debt in the aggregate principal amount of **\$21,060,912.57**. The conditions contained in this Note shall supersede and control the terms, covenants, agreements, rights, obligations and conditions of the Existing Notes (it being agreed that the modification of the Existing Notes shall not impair the debt evidenced by each of the Existing Notes). This Note does not create new or additional indebtedness but evidences the same indebtedness evidenced by the Existing Notes and secured by the Mortgage and shall continue to be secured by, inter alia, the Mortgage without interruption in the lien or priority thereof.

[SIGNATURE PAGE FOLLOWS]

**AMENDED AND RESTATED MORTGAGE
AND
SECURITY AGREEMENT
FROM
SUTTON HILL PROPERTIES, LLC
TO
VALLEY NATIONAL BANK**

DATED: AS OF SEPTEMBER 29, 2023

RECORD AND RETURN TO:

Commercial Mortgage Department
Valley National Bank
1720 Route 23 North
Wayne, New Jersey 07470

Sutton Hill Properties-Mtg

AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

This Amended and Restated Mortgage and Security Agreement ("Mortgage" and referred in the Extension and Modification Agreement as the "Restated Mortgage") is dated as of the 29th day of September, 2023

BY SUTTON HILL PROPERTIES, LLC, a Nevada limited liability company qualified to do business in New York, having its principal place of business at 5995 Sepulveda Boulevard, Suite 300, Culver City, California 90230 ("Mortgagor"),

AND VALLEY NATIONAL BANK, a national banking association, having offices at 1455 Valley Road, Wayne, New Jersey 07470 ("Mortgagee");

Background. This Mortgage secures various Obligations (as defined below) including, without limitation, a loan by Mortgagee to Mortgagor in the original principal amount of Twenty-One Million Sixty Thousand Nine Hundred Twelve and 57/100 Dollars (\$21,060,912.57), plus interest thereon, as evidenced by the Note. In consideration of the above-referenced loan and other good and valuable consideration, receipt of which is hereby acknowledged, Mortgagor agrees as follows:

SECTION 1- DEFINITIONS AND INTERPRETATIONS

The definitions of the capitalized terms used in this Mortgage and the Note are set forth in the body of this Mortgage and in Appendix A attached hereto and incorporated herein in its entirety.

SECTION 2 - GRANTING CLAUSE

To secure the observance, payment and performance of all Obligations, Mortgagor hereby mortgages, grants a security interest in, and **absolutely** assigns all rents, profits, leases, income and proceeds arising from, the Mortgaged Property to Mortgagee and to Mortgagee's successors and assigns forever. These grants are, however, made upon the express condition that after all Obligations are paid and performed in full, Mortgagee shall discharge or assign this Mortgage upon Mortgagor's request as herein more specifically set forth and subject to the terms and conditions herein set forth.

SECTION 3 - MORTGAGED PROPERTY

The "Mortgaged Property" consists of a two story commercial building located at 1001 1007 Third Avenue, New York, New York 10022 as more particularly described on the attached Exhibit "A" (the "Mortgaged Property") located upon the Land, the Improvements, all of Mortgagor's right, title and interest in and to the Fixtures and Equipment, all Leases and Rents, all Awards and Proceeds, all Other Rights, and all present and future estate, right, title, interest, property, possessory interest and claims whatsoever in law as well as in equity of Mortgagor or any other owner in and to the Land, Improvements and Fixtures, Equipment and Other Rights.

SECTION 4 - REPRESENTATIONS

Mortgagor, knowing and agreeing that Mortgagee shall rely hereon, hereby represents and warrants to Mortgagee that:

4.1 Warranty of Title. Mortgagor holds good and marketable title in fee simple to the Mortgaged Property free of all liens, restrictions, taxes and encumbrances, other than any Permitted Encumbrances, and warrants and forever defend that title and the enforceability and priority of all liens created under this Mortgage against all claims whatsoever, except for Permitted Encumbrances, at Mortgagor's sole expense.

4.2 Valid Obligations. The Loan Documents are the valid and binding obligations of Mortgagor, enforceable in accordance with their terms to the maximum extent permitted by law. This Mortgage constitutes a valid first priority mortgage lien on, and absolute assignment of Leases and Rents, and security interest in the Mortgaged Property, subject to any Permitted Encumbrances.

4.3 Existence and Authority. Mortgagor is a duly organized and validly existing limited liability company that is in good standing under the laws of the State of Nevada and is authorized to do business in and is in good standing under the laws of the State of New York. Mortgagor has full power, authority and license to enter into and perform this Mortgage and the other Loan Documents to which Mortgagor is a party and Mortgagor has full power, authority and license to own and operate the Mortgaged Property and to conduct its business as now being conducted. Mortgagor has obtained all necessary consents, authorizations, permits, licenses and approvals required before Mortgagor may execute and deliver this Mortgage and operate the Mortgaged Property. There is no provision in Mortgagor's Articles of Organization or Operating Agreement (as the same may have been heretofore amended or modified), or in any other document applicable to the conduct of Mortgagor, requiring further consent for such action by any other entity or person, which has not been obtained and provided to Mortgagee.

4.4 No Conflicts. The execution, delivery and performance of this Mortgage and other Loan Documents by Mortgagor will violate no charter, bylaw, lease, indenture, agreement, instrument, law, ordinance, regulation, order or administrative ruling to which Mortgagor is subject or a party or that affects or relates to the Mortgaged Property.

4.5 Proceedings. Except as otherwise previously disclosed to Mortgagee pursuant to that certain Disclosure Schedule of even date herewith by Mortgagor (the "Disclosure Schedule"), there is no action, application, petition, proceeding or hearing pending or, to Mortgagor's knowledge, threatened against any Obligor or the Mortgaged Property that might (a) adversely affect any Obligor's ability to perform the Mortgage or any other Loan Document, (b) involve the possibility of any material adverse change in any Obligor's economic condition, (c) relate to any land use variance, subdivision, zoning or other similar matters, (d) involve the possibility of any limitation on any intended uses of the Mortgaged Property, (e) impair the lien or security of this Mortgage or the value of the Mortgaged Property or (f) involve possible or threatened claims totaling in excess of \$10,000.00, except as heretofore disclosed to Mortgagee and its attorney in

writing.

4.6 **Compliance with Laws.** Except as otherwise expressly set forth in the Title Report (hereinafter defined) and Environmental Report (hereinafter defined), Mortgagor and the Mortgaged Property are in compliance with all laws, regulations, ordinances and codes that are applicable to the use and operation of the Mortgaged Property, including, without limitation, all Environmental Laws. All present and planned uses and tenants of the Mortgaged Property are in full compliance with applicable zoning, environmental and building laws, ordinances, regulations and codes. Mortgagor and all tenants of the Mortgaged Property have obtained all certificates of occupancy and building and other permits that are required for all intended uses of, and for any construction, renovations and repairs with respect to, the Mortgaged Property.

4.7 **Condition of Property.** The Mortgaged Property is structurally sound, in good condition and suitable for its intended use. To Mortgagor's knowledge, there are no violations of any federal, state or local law, ordinance or regulation affecting or against the Mortgaged Property, except those violations which have been listed by Chicago Title Insurance Company (the "Title Company") in its title report #CT23-00267-NY, dated May 23, 2023 and re-dated as of the date hereof (the "Title Report"), which violations are dealt with in that certain Undertaking of even date herewith made by Mortgagor to Mortgagee (the "Undertaking").

4.8 **Taxes.** All property taxes and assessments due and owing in connection with the Mortgaged Property have been paid in full through the date of this Mortgage, including any penalties, deficiency assessments and interest. Mortgagor has filed all federal, state, county, municipal, and city income and other tax returns required to be filed by it and has paid all taxes that are due and owing pursuant to such returns or pursuant to any assessments received by it, including penalties, deficiency assessments and interest.

4.9 **Financial Information and Condition.** The financial statement of Mortgagor and all tax returns delivered to Mortgagee truly set forth the financial condition of Mortgagor and the results of operations as of that date and there has been no material adverse change since then. All other statements, representations and warranties made by or, to Mortgagor's knowledge, on behalf of Mortgagor to Mortgagee have been, and as of the date of the Mortgage are, accurate and complete and no information has been omitted that would make any of them misleading or incomplete. Immediately prior to and after the making of this Mortgage, Mortgagor was not, nor will be, "insolvent" as that term is defined in, New York Business Corporation Law §1201, et. or 11 U.S.C.A. 101(31).

4.10 **Leases.** There exist no leases or tenancies with respect to the Mortgaged Property other than as set forth on the Schedule of Leases (as more particularly described in that certain Assignment of Leases and Rents dated of even date herewith made by Mortgagor in favor of Mortgagee) (being herein collectively referred to as the "Existing Lease"), copies of which have been delivered to Mortgagee. The Existing Lease is in full force and effect and has not been further amended or modified. There has not occurred, and, to Mortgagor's knowledge, there is no circumstance or state of facts that with notice or lapse of time would constitute, a default under any the Existing Lease. Mortgagee shall have all of the rights against any lessees of the Mortgaged Property set forth in Section 291-f of the Real Property Law of New York.

4.11 No Broker. No broker or finder other than Meridian Capital Group (the "Broker") introduced Mortgagor to Mortgagee. The Broker's commission shall be paid in full by Mortgagor on the date hereof.

4.12 Commercial Mortgage. This Mortgage does not encumber real property principally improved or to be improved by one or more structures containing in the aggregate not more than six (6) residential units each having their own separate cooking facilities.

4.13 Governmental Licenses. All licenses, consents and approvals required from, and all registrations and filings required to be made with, any governmental or other public body or authority to authorize the performance of its obligations under this Mortgage have been obtained and effected.

4.14 Litigation Affecting Mortgaged Property. There is no action, suit, proceeding or investigation pending or threatened, or, to the best of Mortgagor's knowledge, any basis therefor known to Mortgagor, which questions the validity of this Mortgage or the Note, or any action taken or threatened to be taken pursuant thereto. No notice has been given by any governmental authority of any proceeding to condemn, purchase or otherwise acquire the Mortgaged Property or any part thereof or interest therein and, to Mortgagor's knowledge, no such proceeding is contemplated.

4.15 Compliance with Laws. Except as otherwise expressly set forth in the Disclosure Schedule, the Title Report and the Environmental Report, Mortgagor is in compliance in all material respects with all governmental laws, rules and regulations and other requirements which are applicable to the Mortgaged Property or any part thereof, or any use or condition of the Mortgaged Property or any part thereof. Mortgagor has no knowledge of any violation, nor is there any notice or other record of violation, of any zoning, health, safety, building, fire, labor, environment, or other statute, ordinance, rule, regulation or restriction applicable to the Mortgaged Property or any part or use thereof, except as set forth in the Title Report.

4.16 Survival. All representations and warranties made by, or on behalf of Mortgagor in this Mortgage or otherwise made to Mortgagee shall survive the closing of this Mortgage and any independent investigation by Mortgagee.

SECTION 5 - MORTGAGOR'S COVENANTS

Mortgagor and any other owner of the Mortgaged Property who shall assume the Obligations covenant and agree that they shall do all of the following:

5.1 Obligations. Pay all indebtedness, and abide by all terms and conditions, under all Obligations, including without limitation this Mortgage and the Note;

5.2 Escrow Account. At the time of each monthly payment, pay to Mortgagee (A) the sum equal to one-twelfth (1/12th) of the known (or if not known, reasonably estimated by Mortgagee) annual real estate taxes and assessments, water, sewer, property, casualty and liability insurance and other charges levied or to be levied against the premises by governmental entities

and (B) such sums, if required by Mortgagee, as are necessary to assure the timely payment of all charges described in Section 6 below, to be held by Mortgagee in a non-interest bearing account and applied by Mortgagee to the payment of such taxes, assessments and other charges when due. If the total of such monthly payments shall exceed the amounts actually paid by Mortgagee for taxes, assessments and other charges, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature or promptly refunded to Mortgagor upon payment and performance in full of all Obligations; but if the total of such monthly payments shall be insufficient to pay taxes, assessments and other charges when due, then Mortgagor shall pay to Mortgagee, on demand, any amount necessary to make up the deficiency. Notwithstanding the foregoing, upon the occurrence of an Event of Default, Mortgagee may apply all sums in said escrow account to the reduction of the Obligations. Notwithstanding the above, the Mortgagee shall not require such escrow for annual real estate taxes and assessments, water, sewer, property, casualty, liability or any other insurance unless:

- (a) intentionally omitted;
- (b) an Event of Default exists;
- (c) intentionally omitted.

5.3 Financial Reporting. Immediately notify Mortgagee of any material adverse change in the financial condition of Mortgagor and deliver to the Mortgagee the following:

(a) annually, as soon as available but no later than 120 days after the close of each fiscal year of Mortgagor, compiled financial statements for Mortgagor which annual financial statements shall disclose in reasonable detail all assets and liabilities of Mortgagor and shall be certified by an officer of Reading;

(b) annually, copies of filed federal income tax returns for Mortgagor, including all schedules thereto (including, without limitation, K-1's for all principals thereof), within 30 days after filing of same; provided that if Mortgagor shall file an extension, Mortgagor shall provide evidence satisfactory to Mortgagee of each such request and approval, and thereafter, a copy of the filed federal income tax return, including all schedules thereto, within 30 days after filing of same;

(c) intentionally omitted;

(d) annually, a copy of Form 10-K annual report of Guarantor, including all schedules thereto, within 30 days after filing of same;

(e) simultaneously with the submission of financial statements for Mortgagor, a certificate of Mortgagor's CFO stating that (i) the signer has no knowledge of a default under any Loan Document for the Mortgagor or (ii) if any default existed or exists, its nature, when it occurred and what remedial action is being taken;

(f) intentionally omitted;

(g) a certified rent roll for the Mortgaged Property, within thirty (30) days after the end of each calendar year or simultaneously with the submission of financial statements for Mortgagor, whichever is later, which rent roll shall include the name of each tenant, the term of each tenancy, the current rent due from each such tenant, and a schedule of any arrears or prepaid rents and security deposits for each tenant of the Mortgaged Property; and

(h) such other information as Mortgagee reasonably may request.

5.4 Use of Property. Make or permit no use of the Mortgaged Property other than as a movie theater, or as otherwise permitted under the current certificate of occupancy, in compliance with all laws, ordinances, regulations and restrictions affecting the Mortgaged Property.

5.5 Condition of Property. Prevent any waste with respect to the Mortgaged Property, keep or cause the tenant under the Existing Lease or any other tenant(s) to keep the Mortgaged Property in good and clean condition and make all repairs that are required in the ordinary course of business to operate the Mortgaged Property.

5.6 Alterations. Make no material change to or renovation of, nor remove, any material Improvements or Fixtures and Equipment without the express prior written consent of Mortgagee in its reasonable discretion (except that Mortgagee's consent shall not be required with respect to non-structural alterations necessary or convenient to achieve ADA compliance required by law or as a result of a settlement or resolution of a claim, and work required in the ordinary course in connection with the maintenance and operation of a cinema, including, but not limited to, repair of HVAC system, the hard and soft costs of which work shall be less than \$250,000.00, provided, however, that Mortgagor shall provide written notice to Mortgagee prior to the commencement of any such work which shall require a building permit or other approval from any Governmental Authority). All changes, renovations, removals and repairs shall be made in a good and workmanlike manner to the reasonable satisfaction of Mortgagee and in accordance with all applicable building and zoning laws. As used herein, the term "ADA" means the Americans with Disabilities Act of 1990, as amended and supplemented from time to time, and any New York City laws, rules, and regulations concerning the subject matter thereof.

5.7 Notice of Loss or Condemnation. Notify Mortgagee immediately in writing upon learning that (a) there has occurred any casualty on, or loss to or of, any Mortgaged Property or (b) condemnation proceedings have commenced with respect to the Mortgaged Property.

5.8 Inspections. At any time during regular business hours and as often as requested upon not less than 24 hours prior notice (which may be oral), permit Mortgagee and its agents and employees to examine, audit and make copies and abstracts from any and all books and records of Mortgagor, and, subject to any rights of the tenant under the Existing Lease, if any, to visit and inspect the Mortgaged Property.

5.9 Compliance With Laws. Comply with all laws, ordinances, regulations and restrictions affecting the Mortgaged Property.

5.10 Transfers of Interests. Without the express prior written consent of Mortgagee in its absolute discretion, make or permit no Transfer in the ownership or control of Mortgagor or the Mortgaged Property or any part thereof (including, without limitation, the conveyance of all or any portion of the air rights with respect to the Mortgaged Property), directly or indirectly, voluntarily or involuntarily. Without the prior written consent of Mortgagee in its absolute discretion, Mortgagor shall not create or permit to exist any lien, encumbrance or security interest in favor of any third party with respect to the Mortgaged Property and Mortgagor shall keep the Mortgaged Property free from any such lien or security interest other than those created in favor of Mortgagee pursuant to the Loan Documents and liens for taxes not yet due and payable. Notwithstanding the foregoing, so long as Reading International, Inc., a Nevada corporation ("Reading"), shall remain a publicly traded company, Mortgagee's prior written consent shall not be required for any Permitted Transfer (as defined below), so long as all Transfer Requirements (as defined below) are timely satisfied. For purposes of this Section, (i) the term "Permitted Transfer" shall mean the transfer of any or all of the Equity Interests (as defined below) in Reading, (ii) the term "Transfer Requirements" means, with respect to any Permitted Transfer, all of the following: (1) Reading shall not be released from any liability under any guaranty, and (2) no Event of Default hereunder or under any of the other Loan Documents shall exist and be continuing, and (iii) the term "Equity Interest" means shares of stock of Reading.

5.11 Preservation. Preserve and maintain all authorizations, consents, licenses, permits, registrations and qualifications that are necessary for the transaction of business and the operation of the Mortgaged Property.

5.12 Indemnification. Indemnify, defend (with counsel reasonably acceptable to Mortgagee) and hold harmless Mortgagee (including Mortgagee's agents, employees, officers and directors) against all losses, claims, suits, fines, damages and expenses, including reasonable attorney's fees and disbursements, incurred by reason of, or in connection with, this Mortgage or the Mortgaged Property or in maintaining Mortgagee's interest in the Mortgaged Property, including, without limitation, all losses, claims, suits, fines, damages and expenses incurred by reason of, or in connection with, Mortgagor's breach of any provision of Section 7 of this Mortgage or any violation of any Environmental Law of the Use of Hazardous Substances on the Mortgaged Property.

5.13 Cooperation. Mortgagor will, at its sole cost and expense, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, Mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and conforming unto Mortgagee the property and rights hereby conveyed, Mortgaged or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey, Mortgage or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms of this Mortgage, and for filing or recording this Mortgage and, on demand, will execute and deliver, and hereby authorizes Mortgagee to execute in the name of Mortgagor to the extent it may lawfully do so, one or more financing statements or comparable security instruments, and renewals thereof to evidence more effectively the lien hereof upon the Fixtures and Equipment.

5.14 Governmental Charges re: Mortgage. Mortgagor will pay all taxes, filing and recording fees, and all expenses incident to the execution and acknowledgement of the Note, this Mortgage, any mortgage supplemental hereto, and any security instrument with respect to the Fixtures and Equipment, any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Fixtures and Equipment or any instrument of further assurance, other than income, franchise or other similar taxes imposed upon Mortgagee.

5.15 Mechanic's Liens. Mortgagor will pay, from time to time when the same shall become due, all lawful claims and lawful demands of mechanics, materialmen, laborers and others, which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor, without expense to Mortgagee.

5.16 Taxation of Mortgage. Mortgagor will pay all taxes, including, without limitation, any taxes imposed on Mortgagee by reason of its ownership of the Note or this Mortgage or foreclosure of same. Mortgagor shall not, however, be liable for any income taxes payable by or due from Mortgagee with respect to interest earned on the Loan or for any taxes payable by or due from Mortgagee by reason of the sale or transfer of this Mortgage or the Note. In the event of the present existence or the passage after the date of this Mortgage of any law of the State of New York deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by a mortgage for state or local purposes or the manner of collection of any such taxes and imposing a tax, either directly or indirectly, on this Mortgage or the Note, Mortgagor shall promptly pay or cause such tax to be paid or discharged. In the event Mortgagor does not promptly cause any such tax to be discharged, the holder of this Mortgage shall have the right to declare the unpaid principal balance of the Note and all accrued and unpaid interest due on a date to be specified by not less than twenty (20) days' written notice to be given to Mortgagor by Mortgagee.

5.17 Leases. As to all Leases and Rents, comply with each of the following:

(a) The Mortgagor will not, without the prior written consent and approval of the Mortgagee in each instance, (i) execute an assignment of the rents for the Mortgaged Property or any part thereof, (ii) enter into any leases, lettings or license arrangements affecting the Mortgaged Property or any part thereof, (iii) enter into modification of leases in existence on the date hereof, or (iv) in any other manner impair the value of the Mortgaged Property or the security of the Mortgage. Reference is made to Section 291-(f) of the Real Property Law with respect to the following: Mortgagor will not, without the prior written consent and approval of the Mortgagee, in each instance (x) terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or of any part thereof, now existing or hereafter to be made, (y) materially modify or vary any such lease, or (z) accept prepayments of any installments of rents to become due under such leases, except prepayments in the nature of security for the performance of the lessees thereunder. Notwithstanding the foregoing, Mortgagee's prior written consent shall

not be required with respect to written license agreements ("License Agreements") for short term (i.e., less than seven (7) calendar days) individual auditorium usage (e.g., film festival, church service, birthday party, etc.), provided that all such license agreements shall be revocable at will and shall expressly provide that they are subordinate to this Mortgage and shall in no way be construed as granting to any licensee, and licensee shall not receive, be deemed to have received or under any circumstances claim to have received, whether expressly or implicitly, any title, easement, lien, possession or any property interest in, or rights (in rem or otherwise) to, the Mortgaged Property or any part thereof or anything contained therein.

(b) The Mortgagor will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property or any part thereof now or hereafter existing on the part of the lessor thereunder to be kept and performed, and shall do all things commercially reasonably necessary to compel performance by the lessee under each lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Mortgagor shall exercise its right to request such certificates within five (5) business days of any demand therefor by the Mortgagee. The Mortgagor shall promptly notify the Mortgagee of (i) the commencement of any action or proceeding by any lessee, the purpose of which shall be the cancellation of any lease or diminution or offset against the rent payable under any such lease, or (ii) the interposition by any lessee of any defense in any action or proceeding brought by the Mortgagor against such lessee, or (iii) a written notice received by the Mortgagor from any lessee claiming constructive eviction, and will cause a copy of any process, pleading or notice received by the Mortgagor in reference to any such action, defense or claim to be promptly delivered to the Mortgagee.

(c) The Mortgagor shall furnish to the Mortgagee, within thirty (30) days after a request by the Mortgagee to do so, a written statement containing a schedule of all leases of all or any part of the Mortgaged Property, the names of the respective lessees, the terms of their respective leases, the space occupied and the rentals payable thereunder, and, if also requested, true copies of all such leases.

5.18 Payments by Mortgagee. If Mortgagor shall fail to perform an act which it is required to perform hereunder or any of the covenants contained herein or any covenant contained in the Note, or fails to pay any money which it is required to pay hereunder or under the Note, Mortgagee may, after notice to Mortgagor and expiration of any applicable cure period (except in the event of emergency, in which event no notice shall be required and no cure period shall apply), but shall not be obligated to, make advances and/or disbursements to perform the same, and all sums so advanced and/or disbursed shall bear interest at the Default Rate from the date of such advance, and shall be a lien upon the Mortgaged Property and be secured hereby. Mortgagee, in making such advance or payment, shall be subrogated to all the rights of the person receiving such payment. Mortgagor will repay on demand all sums so advanced and/or disbursed with interest at the Default Rate from the date of making such advance and/or disbursement until paid. Any action taken by Mortgagee pursuant to this Section shall not constitute a waiver of any Event of Default or an undertaking to perform or complete any of the Mortgagor's duties, nor shall it impose any responsibility on Mortgagee to perform any of Mortgagor's duties in the future.

5.19 Mortgagee's Inspection Requests. Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles (as defined by the American Association of Certified Public Accountants) and will permit Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine its records and books of account with respect to the Mortgaged Property (whether or not the same shall be kept at the Mortgaged Property) and to discuss its affairs, finances and accounts with Mortgagor, at such reasonable times as may be requested by Mortgagee. Mortgagor shall deliver to Mortgagee annually, within one hundred twenty (120) days after the end of Mortgagor's fiscal year, a financial statement of the operation of the Property, certified by the Mortgagor as true and correct.

5.20 No Waste. Mortgagor will not (i) threaten, commit, permit or suffer any waste to occur on or to the Mortgaged Property or any part thereof, or (ii) make any change in its use which will in any way (other than to a de minimis extent) increase any fire or other hazards arising out of renovation or operation of the Mortgaged Property. Mortgagor will, at all times, maintain the Mortgaged Property in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful to such end. The Improvements shall not be removed, demolished or substantially altered, nor shall any Fixtures and Equipment be removed, without the prior written consent of Mortgagee except where appropriate replacements, free of superior title, liens and claims, are promptly made of value or utility at least equal to the value or utility of the Fixtures and Equipment removed, or except where the Fixtures and Equipment are obsolete or no longer useful, in which events Mortgagee shall be entitled to the proceeds of the Fixtures and Equipment so removed.

5.21 Mortgagee Litigation Expense. Mortgagor agrees that if any action or proceedings be commenced, excepting an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding Mortgagee is made a party by reason of the execution of this Mortgage or the Note which it secures, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the transaction and the rights and lien created hereby (including in every case reasonable attorneys' fees and disbursements, and all such sums incurred by Mortgagee in any appellate proceedings and any bankruptcy or reorganization proceedings) shall be paid by Mortgagor together with interest thereon from date of payment by Mortgagee at the Note Rate. All such sums paid and the interest thereon shall, at option of Mortgagee, be immediately due and payable, shall be a lien upon the Mortgaged Property, and shall be secured hereby as shall be all such sums incurred in connection with enforcement by Mortgagee of its rights hereunder.

5.22 Curing Violations. Except for those violations disclosed in the Title Report, Mortgagor will promptly cause to be dismissed any and all violations of any federal, state or local laws, ordinances, or regulations affecting or against the Mortgaged Property, but in any event all municipal violations shall be dismissed prior to the date such violations would become a lien or encumbrance against the Mortgaged Property. The violations disclosed in the Title Report are dealt with in the Undertaking signed by Mortgagor and delivered to Mortgagee on this date.

5.23 Leasing Covenants. Supplementing Section 5.17 above as to all Leases and Rents, comply with each of the following:

- accept no payments more than one month in advance of the due date under any leases relating to the Mortgaged Property; and
- permit no use of the Mortgaged Property that would violate any provision of this Mortgage, including all provisions relating to environmental matters; and
- intentionally omitted; and
- intentionally omitted; and
- any existing or future lease, or other agreement for the use or occupancy, of any Mortgaged Property shall provide that:
- (i) it is subordinate and subject in all respects to the lien and provisions of this Mortgage including all covenants and restrictions as to the use and condition of the Mortgaged Property; and
 - (ii) all representations and covenants as to environmental matters, including those set forth in Section 7, are to become express covenants and representations of the tenant or occupant; and
 - (iii) copies of notices or letters asserting or discussing any defaults on the part of the landlord shall be simultaneously sent to Mortgagee (attention: Commercial Loan Department) by certified mail; and
 - (iv) within fifteen (15) days of request by Mortgagee, the lessee or occupant will deliver to Mortgagee a notarized statement as to the default status of any lease or occupancy agreement and execute any document reasonably requested by Mortgagee to confirm that any lease or occupancy agreement is subordinate and subject to the lien and provisions of this Mortgage.

5.24 Mortgage Tax. At all times pay all required mortgage taxes for this Mortgage, including at the time of original filing and at such time of any supplements or amendments thereto.

5.25 Service Contracts; Additional Liabilities. Mortgagor shall not, without the prior written consent of Mortgagee in each instance, such consent not to be unreasonably withheld, enter into any service contracts or other agreements or incur any other liability which would be binding upon a successor owner of the Mortgaged Property or which would create a Mortgagor liability in excess of One Hundred Thousand and 00/100 (\$100,000.00) dollars, in each instance, except no consent shall be required to enter into contracts for the performance of capital improvements or repair work required by law and to be performed in accordance with the Mortgage.

5.26 Property Management. The Mortgaged Property shall be managed at all times by the Mortgagor or a manager that is approved by Mortgagee, which approval shall not be unreasonably withheld. Any manager, shall be a reputable management company having substantial experience in the management of real property of a similar type, size and quality in New York, New York and shall

be reasonably acceptable to Mortgagee. Subject in all respects to this Section 5.26, Mortgagee agrees that Citadel Cinemas, Inc. (the "Managing Agent") is acceptable as managing agent as of the date hereof and approves the Management Agreement between Mortgagor and Managing Agent, as amended, copies of which have been furnished to Mortgagee. Mortgagor shall cause any manager of the Mortgaged Property to agree that any management agreement shall be subject and subordinate in all respects to the Loan and the lien of this Mortgage and the other Loan Documents. The management agreement may not be modified, amended, or terminated by Mortgagor without Mortgagee's prior written consent, which consent shall not be unreasonably withheld. Mortgagor shall not consent to the assignment or transfer by a manager of any of its rights or obligations under its management agreement, without the prior written consent of Mortgagee, such consent not to be unreasonably withheld. Mortgagor shall not pay any management fees with respect to the Mortgaged Property except as contemplated by a management agreement reasonably acceptable to Mortgagee in all material respects. Such manager shall maintain a fidelity bond in an amount and with an insurer reasonably acceptable to Mortgagee and in keeping with bond amounts typically required by Mortgagee with respect to similarly situated properties in Manhattan, New York. Within sixty (60) days after receipt by Mortgagor of a notice from Mortgagee, Mortgagor shall terminate any managing agent if, in the reasonable judgment of Mortgagee, the management of the Mortgaged Property by such managing agent may have an adverse material effect on the value of the Mortgaged Property or on the ability of the Mortgagor to perform its obligations under this Mortgage.

5.27 Debt Service Coverage. Mortgagor shall at all times maintain a minimum Debt Service Coverage Ratio of at least 1.50:1.00, tested annually, commencing with the calendar year ending December 31, 2023, "Debt Service Coverage Ratio" means the ratio of (a) net income (which shall include, among other things, all rent and additional rent payable under the Existing Lease, without deduction for the expense represented by such rent and additional rent payable under the Existing Lease) plus depreciation and amortization expense plus interest expense less distributions to any person other than to an Affiliate of Guarantor; to (b) the annual payments of principal and interest hereunder and under the Note. Notwithstanding the foregoing, with respect to the calendar year ending December 31, 2023 only, "Debt Service Coverage Ratio" shall mean the ratio of (a) annualized net income based upon the fourth quarter ending December 31 of each calendar year (which shall include, among other things, all rent and additional rent payable under the Existing Lease, without deduction for the expense represented by such rent and additional rent payable under the Existing Lease) plus depreciation and amortization expense plus interest expense less distributions to any person other than to an Affiliate of Guarantor; to (b) the annual payments of principal and interest hereunder and under the Note. Failure to comply with the provisions of this paragraph, continuing within thirty (30) days after notice, shall constitute an Event of Default under this Mortgage as if such default were specifically listed in Section 8 hereof. If, at any time, a receiver is appointed with respect to all or any portion of the Mortgaged Property, Mortgagor agrees that the order appointing the receiver may contain a provision requiring the receiver to pay all debt service payments under any loan evidenced by the Note and/or secured by this Mortgage, it being recognized that such debt service payments are proper obligations of Mortgagor and must be paid out of the rental charges payable under any leases.

5.28 No Stay; Exemption or Moratorium. The Mortgagor will not, except as, and in such event only to the extent, required by law, at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing

for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property or any part thereof marshaled upon any foreclosure hereof.

5.29 No Further Encumbrance. Mortgagor shall not cause, or permit any lien or encumbrance to be filed against, or attached to, the Mortgaged Property, other than the lien of this Mortgage.

5.30 Reserve Account. Concurrently herewith, Mortgagor has opened, and Mortgagor hereby covenants to maintain for the term of the Loan, a debt service reserve account with Mortgagee in respect of the Mortgaged Property (the "Debt Service Reserve Account"), which account has concurrently herewith been funded with the sum of \$465,000.00 (the "Debt Service Reserve Funds"), representing an amount, as determined by Mortgagee, equal to three (3) monthly payments of debt service due under the Note at the applicable Interest Rate (as defined in the Note) (such amount being hereinafter called the "Debt Service Reserve Amount"). In the event at any time the balance in the Debt Service Reserve Account shall reach \$50,000.00 or an amount that will not be sufficient to pay the next monthly installment of debt service under the Note, whichever is greater, Mortgagor shall, within five (5) days' written notice, replenish the Debt Service Reserve Funds by depositing into the Debt Service Reserve Account such amount as shall be required such that the balance in such account shall be equal to the Debt Service Reserve Amount at the then applicable Interest Rate, as determined by Mortgagee. The Debt Service Reserve Account shall be deemed additional collateral for all sums due and owing to Mortgagee under the Loan, including but not limited to, the partial payment of the outstanding principal amount of the Loan in the event of an acceleration of the Loan by Mortgagee pursuant to the terms and conditions of the Loan Documents, and any other charges including interest and costs due Mortgagee under the Loan Documents.

SECTION 6 - INSURANCE

6.1 Insurance Coverage. Mortgagor shall keep or cause the tenant under the Existing Lease to keep the Mortgaged Property insured as follows:

(a) Property Insurance. Maintain extended coverage property insurance written in the name of Mortgagor in the broadest "all risks" or "special form" causes of loss available on a full replacement cost basis covering all Mortgaged Property, including all Improvements and Fixtures and Equipment. That insurance shall be in amounts that are no less than the full replacement cost value of the Mortgaged Property (without any deduction for depreciation) with a deductible amount of no greater than \$25,000.

(b) Liability Insurance. Maintain commercial general liability insurance in the name of Mortgagor, including contractual liability for an insured contract and completed operations and personal injury coverage, with a combined single limit for any one occurrence in amounts reasonably satisfactory to Mortgagee.

(c) Flood Insurance. If any portion of the Mortgaged Property is located in a flood hazard area in Special Flood Hazard Areas (Flood Zones prefixed in "A" or "V") for which insurance is available under the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1968, maintain flood insurance on that portion in an amount reasonably acceptable to Mortgagee, not to exceed the lesser of the full replacement cost value or the maximum coverage available through the National Flood Insurance Program.

(d) Interruption Insurance. Business interruption insurance for loss caused by perils of the type covered by the above-referenced casualty insurance in amounts as may be reasonably required by Mortgagee covering the loss of rental income and all expenses and carrying costs of the Mortgaged Property for a period of not less than one (1) year.

(e) Boiler and machinery insurance in amounts reasonably acceptable to Mortgagee.

(f) Policy Terms. All policies shall meet the following requirements:

(i) overall blanket or excess coverage policies may be supplied provided, however, that all insurance shall be in amounts sufficient to prevent any insured from being a co-insurer and that the amount of the casualty insurance coverage attributable to the Mortgaged Property is clearly set forth; and

(ii) all policies shall (x) name Mortgagee "and its successors and assigns as their interests may appear" as "Mortgagee insured" and "loss payee" on all property insurance as outlined in clauses (a), (c), (d) and (e) above and as "additional insured" as to general liability insurance, (y) contain an endorsement stating that, as to the interest of Mortgagee, such policy "shall not be impaired, invalidated or affected by any statement, act or neglect of any insured, loss payee or other Person, or by any failure to make any report to the insurer, or by the institution of any proceeding to execute upon any lien", and

(z) contain a provision stating that such policy "shall not be canceled or modified except after thirty (30) days prior written notice, except ten (10) days prior written notice for non payment of premium", delivered to Mortgagee (Attn: Commercial Mortgage Department) at Mortgagee's address first listed above or as subsequently directed in writing by Mortgagee; and

(iii) all policies shall be in a form reasonably acceptable to Mortgagee and shall be issued by financially sound insurers duly authorized to conduct that type of insurance business in New York; and

(iv) all policies of insurance and endorsements thereof, together with a paid receipt with respect to any installment(s) of premium(s) which shall be due pursuant to any commercial premium finance agreement in effect with respect thereto, shall be deposited with Mortgagee prior to the closing of this Mortgage. At least thirty (30) days prior to the expiration of any such policies, Mortgagee shall furnish paid receipts and other evidence satisfactory to Mortgagee that all such policies have been renewed or replaced; and

(v) all policies shall provide that the insurance proceeds and awards may be adjusted only after obtaining the prior written consent of Mortgagee and shall be paid directly to Mortgagee to the extent required in Section 6.2.

6.2 Insurance Proceeds. Mortgagee shall have the exclusive authority to do each of the following in Mortgagee's absolute discretion:

- (a) Receive directly all Awards and Proceeds;
- (b) Settle or compromise all claims relating to all Awards and Proceeds; and
- (c) Determine whether to apply any Awards and Proceeds to reduce the Note or any other Obligations or to repair or replace any Mortgaged

Property.

Notwithstanding the foregoing, if the cost of restoration, as estimated by Mortgagee in its sole discretion, does not exceed fifteen (15%) percent of the then outstanding principal balance of the Loan, then, provided there then exists no Event of Default or state of facts which with the giving of notice and passage of time, or both, would become an Event of Default hereunder or under any of the other Loan Documents, the Awards and Proceeds of such casualty loss shall be made available for the restoration of the Mortgaged Property and in such event shall not cause an acceleration, nor permit Mortgagee to accelerate, the balance due under the Note.

SECTION 7-ENVIRONMENTAL MATTERS

7.1 Environmental Representations. Except as otherwise expressly set forth in the Environmental Report, Mortgagor hereby represents and warrants to Mortgagee that:

(a) Neither Mortgagor nor, to the best knowledge of Mortgagor, any other existing or former occupant of the Mortgaged Property, has (i) Used any Hazardous Substances in violation of any Environmental Law, (ii) received any notice, or is on notice, of any claim, investigation, cleanup or testing program, government expenditures, litigation or administrative proceeding, actual or threatened, or any order, writ or judgment that relates to any Use of pollutants of any kind, including any Hazardous Substances, on, or by any occupant of, the Mortgaged Property.

(b) No Hazardous Substances have been, or will be, used on, or by any occupant of the Mortgaged Property, other than common cleaning and maintenance agents in small quantities for standard maintenance uses.

(c) No asbestos exists on the Mortgaged Property in any form, condition or quantity.

7.2 Restrictions on Hazardous Uses. Without Mortgagee's prior written consent, which may be granted or withheld in Mortgagee's sole discretion, Mortgagor shall make or permit no use of the Mortgaged Property that would involve the Use of any Hazardous Substances, except for properly stored safe cleaning and maintenance agents in reasonable amounts for standard

maintenance uses or as specifically permitted in advance in writing by Mortgagee in its absolute discretion.

7.3 Notice to Mortgagee. Mortgagor shall notify Mortgagee immediately in writing upon learning of:

- (a) any spill, discharge or release of any Hazardous Substances on or near the Mortgaged Property that may involve a cleanup;
- (b) any circumstances that may result in a violation of Section 7.2;
- (c) any governmental inquiry or inspection is undertaken or an enforcement notice issued with respect to Hazardous Substances on or Used with respect to the Mortgaged Property.

7.4 Environmental Audits. If Mortgagee has reason to believe that there are any Hazardous Substances on the Mortgaged Property and/or that Mortgagor has breached any of the terms and conditions of this Section 7, Mortgagee may, as it deems necessary in its sole discretion, conduct environmental assessments of the Mortgaged Property from time to time, such audits and tests to be conducted by an environmental consultant chosen by Mortgagee. Mortgagor shall pay Mortgagee on demand the reasonable costs of such audits or tests. Any such environmental assessments shall be considered the property of Mortgagee, and Mortgagee shall owe no duty of confidentiality to Mortgagor with respect to the contents thereof. However, Mortgagor shall be provided with copies of all reports and relevant correspondence. It is hereby acknowledged by Mortgagor that Mortgagee shall not vouch for or assume any responsibility for the scope of detail, contents or accuracy of any such environmental assessment, and that neither Mortgagor nor any other party shall have any recourse to or claim against Mortgagee for any act of omission or commission of the environmental consultant. Mortgagor shall fully cooperate with the environmental consultant. Mortgagee may also from time to time, as it deems to be reasonably necessary and at the expense of Mortgagor, obtain legal advice from an attorney competent in environmental law regarding the environmental condition of the Mortgaged Property. Mortgagee shall also have the right to require, from time to time, but, provided there has occurred no Event of Default, not more frequently than once per year, a certification by Mortgagor and any tenants of the Mortgaged Property whether or not there has been any change(s) in the environmental condition of the Mortgaged Property.

7.5 Security for Cleanup. If any investigation, environmental report or governmental investigation or order indicates that there may exist any damage or risk to the Mortgaged Property, or any liability of any Mortgagor relating to any Hazardous Substances or other environmental conditions with respect to the Mortgaged Property, Mortgagee may require Mortgagor to furnish immediately an indemnity bond in an amount reasonably determined by Mortgagee, in its sole discretion, to be sufficient to pay all actual and estimated cleanup costs and to protect against any liens that are likely to arise with respect to such potential cleanup costs. Mortgagee's demand that Mortgagor post any bond or other security shall not be a waiver of any Event of Default or of any other right or remedy available to Mortgagee. Such obligation to post a bond shall not apply during the last six (6) months of the term of the Loan, provided and for so long as no Event of Default

shall have occurred and be continuing.

7.6 Indemnification. Mortgagor shall fully indemnify, defend and hold harmless Mortgagee, and its successors and assigns, from and against: (a) any third party claims involving Hazardous Substances on or affecting the Mortgaged Property or any violation of Environmental Laws and (b) any fines, penalties, reasonable attorney's fees, sums paid in connection with any judicial or administrative investigation or proceedings, costs of cleanup assessed by a Governmental Authority, and all similar expenditures that relate in any way to Mortgagor or the Mortgaged Property, without regard to whether Mortgagor would have ultimately been responsible for such third party claims, fines, payments, fees, sums or costs. Any amounts that Mortgagor must pay to Mortgagee under this Section 7.6 are payable upon demand and, if unpaid, shall bear interest per annum, at the "Default Rate" (as defined in the Note) and such amounts, with interest, shall be added to the Indebtedness. The provisions of this Section 7.6 shall not be decreased or rendered ineffective in the event that Mortgagee elects not to pursue its remedies to foreclose the Mortgage. The liability of Mortgagor and any other Obligor hereunder shall be joint and several and shall survive the repayment of the Note and/or the release and/or assignment of the Mortgage or Note or any Guaranty.

7.7 Environmental Report. Mortgagor has fully examined and considered the Environmental Review of Merritt Environmental Consulting Corp. dated April 29, 2016 in review of the Phase I Environmental Site Assessment dated June 12, 2012 prepared by Nova Consulting Group, Inc. for Sovereign Santander (collectively, the "Environmental Report") and has no actual knowledge of any environmental condition on or affecting the Mortgaged Property which is not set forth in such report.

SECTION 8 - EVENTS OF DEFAULT

Any of the following events or conditions shall, at the option of Mortgagee, constitute an "Event of Default" under this Mortgage and the other Loan Documents and Obligations if not cured within the applicable cure period, if any, set forth below:

8.1 Payments. Any failure to make on its due date any payment required to be made by Mortgagor under this Mortgage, the Note or any other Loan Document or Obligations (and any applicable grace, notice or cure period as to such payment set forth in that Loan Document shall have expired); or

8.2 Other Terms. Any failure to perform or observe any non-monetary term or condition (not otherwise recited under this Section 8) under this Mortgage, the Note or any other Loan Document or Obligations which continues for thirty (30) days after notice thereof by the Mortgagee to the Mortgagor, provided, however, that if such default is capable of cure, but with due diligence cannot be cured within such thirty (30) day period and Mortgagor has promptly commenced to cure within such period and continuously pursues same diligently and expeditiously, then such period to cure shall be extended for so long as is reasonably necessary for Mortgagor in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of one hundred twenty (120) days (subject to further extension by Mortgagee, in Mortgagee's sole discretion); or

- 8.3 Representations. Any representation, statement or warranty made by or on behalf of any Obligor in this Mortgage, the Affidavit of Title or any other Loan Document, certificate or other writing made or given to Mortgagee at any time shall be incorrect, incomplete or misleading when made in any material respect; or
- 8.4 Failure to Obtain Permission. Mortgagor shall do, or permit to be done, any act for which Mortgagee's consent is required under this Mortgage or any other Loan Document without first obtaining such consent in writing (except in the event of emergency); or
- 8.5 Financial Information and Inspections. Any failure to furnish financial information which continues for thirty (30) days after notice thereof or to permit inspection of the Mortgaged Property or any records as required under this Mortgage or any other Loan Document; or
- 8.6 Failure to Maintain Insurance. Any failure to maintain, or provide, within five (5) business days after notice, satisfactory evidence of, any insurance coverage required under this Mortgage or any other Loan Document; or
- 8.7 Lien Defaults or Foreclosures. Any default or modification (without Mortgagee's prior written consent) shall have occurred in any Mortgage, assignment, encumbrance or agreement constituting a Permitted Encumbrance, and any applicable cure period as to such default shall have expired, or proceedings shall have been instituted or actions taken for the foreclosure or enforcement of any Mortgage, judgment, assignment or other lien or encumbrance affecting the Mortgaged Property and such proceedings have not been dismissed with prejudice within thirty (30) days after the commencement thereof; or
- 8.8 Warrants and Tax Liens. Any warrant of attachment or for distraint, or notice of tax or other lien shall be issued relating to, or encumbering, any portion of the Mortgaged Property that is not discharged, or stayed and bonded, to the reasonable satisfaction of Mortgagee within thirty (30) days of notice of entry; or
- 8.9 Judgments. Any judgment that would adversely affect in any material respect Mortgagor's ability to perform any obligations under any of the Loan Documents or the value of the Mortgaged Property or any other collateral under any of the Loan Documents shall be entered against Mortgagor that is not (a) within thirty (30) days of entry, discharged, or stayed and bonded, to the reasonable satisfaction of Mortgagee or (b) fully covered by insurance and the insurance company has unconditionally accepted liability for that judgment; or
- 8.10 Loss of Collateral. There occurs any casualty on, or loss or destruction of, any Mortgaged Property that, in Mortgagee's reasonable judgment, involves material damage to or loss of property, unless such loss or destruction is fully covered by insurance (subject to a standard insurance policy deductible provision of \$25,000 or less) to the reasonable satisfaction of Mortgagee; or
- 8.11 Hazardous Substances. There occurs, or it is found that there has previously occurred, any Use of any Hazardous Substances on the Mortgaged Property or by Mortgagor that

will require Mortgagor to remedy and the cost of such remedy shall exceed \$125,000; or

8.12 Insolvency. Any filing of a petition by or against any Obligor under any bankruptcy or insolvency law or an assignment by any Obligor of any property or assets for the benefit of creditors, or the failure of any Obligor to pay debts in the ordinary course as those debts become due, or the calling of a meeting of creditors of any Obligor to obtain any general financial accommodation provided, however, that any Obligor shall have sixty (60) days to obtain a court order dismissing any bankruptcy or insolvency proceeding that is filed without consent of the debtor; or

8.13 Seizure of Property. Any seizure by governmental authorities of, or the imposition of legal restraints against, the Mortgaged Property, which is not, within thirty (30) days of such seizure or imposition, released, discharged or fully bonded to the reasonable satisfaction of Mortgagee; or

8.14 Non-Permitted Encumbrance. Any mortgage, assignment, lien, judgment or interest shall encumber any Mortgaged Property with the exception of any Permitted Encumbrances which shall not be discharged within thirty (30) days after notice thereof; or

8.15 Default in Leases. Any material default on the part of Mortgagor shall occur under or there shall be a termination of any leases that presently or may in the future affect the Mortgaged Property and account for more than five percent (5%) of the annual rentals from the Mortgaged Property or result in a failure to maintain the required Debt Service Coverage Ratio; or

8.16 Dissolution. Any Obligor shall fail to remain in good standing in its state of incorporation or organization or dissolves or ceases to exist; or

8.17 Adverse Change. Any adverse change in the creditworthiness or financial condition of any Obligor that, in the reasonable opinion of Mortgagee, materially increases Mortgagee's risk; or

8.18 Legal Changes. Any laws are enacted whereby there is a change which deducts the value of land or a change in taxation of Mortgages and Mortgagor fails to enter into a reasonably satisfactory agreement with Mortgagee; or

8.19 Entry. If Mortgagee or its representatives are not permitted, at all reasonable times, to enter upon the Property and to inspect the Improvements and Fixtures and Equipment in accordance with the terms and provisions of this Mortgage; or

8.20 Other Obligations. If the Mortgagor shall default beyond applicable grace and notice periods in the payment of any other indebtedness owed to Mortgagee or default under the terms of any Loan Document between Mortgagor and Mortgagee; or

8.21 Transfer or Hypothecation. If Mortgagor or any interest in the Mortgagor is pledged, hypothecated, levied upon, encumbered, assigned or transferred (by operation of law or otherwise) in any manner, without the prior written consent of Mortgagee; or

8.22 Easements. If any easement over, across, under or otherwise affecting the Mortgaged Property or any portion thereof shall be granted or released by Mortgagor ~~without the Mortgagee's prior written consent~~ except that Mortgagor may grant utility and other usual easements reasonably necessary for its use of the Mortgaged Property for their intended purposes; or

8.23 Other Debts. If the Mortgagor shall default beyond applicable grace periods (as principal or surety) on any indebtedness for borrowed money or otherwise in an amount in excess of \$125,000.00 in any one case or in the aggregate; or

8.24 Additional Borrowings. Except as otherwise expressly set forth in this Mortgage, other than unsecured credit extensions or unsecured borrowings between Mortgagor and Affiliates, if the Mortgagor shall borrow funds or obtain credit, whether on a secured or unsecured basis, without the express written consent of Mortgagee, which consent may be granted or withheld in the Mortgagee's sole discretion.

SECTION 9 - REMEDIES

9.1 Remedies. Upon the occurrence of an Event of Default, Mortgagee may, at its option, do any of the following in any order at any time and in any combination:

(a) Acceleration of Obligations. Declare all principal, interest and expenses outstanding under the Note, this Mortgage and any other Obligations to be immediately due ~~and payable in full~~; or

(b) Foreclosure. Institute proceedings to foreclose on all or any portion of the Mortgaged Property, and following receipt of a judgment of foreclosure, cause the sale of the Mortgaged Property in accordance with applicable law, in one or several parcels, at Mortgagee's option; or

(c) Receiver. Appoint a receiver of the rents, profits, leases, income and refunds arising from the Mortgaged Property without the necessity of proving either the inadequacy of the security or insolvency of any Obligor, and each Obligor does hereby waive such proof and consent to the appointment of a receiver; Mortgagee shall be entitled to the appointment of a receiver as a matter of right in accordance with Section 254 of the New York Real Property Law; or

(d) Absolute Assignment of Rents. With or without instituting proceedings to foreclose on, or appoint a receiver for, the Mortgaged Property, revoke Mortgagor's ~~license to collect rents~~ and exercise all of Mortgagee's remedies under the Assignment of Rents and Leases from Mortgagor to Mortgagee of even date, including, without limitation, the right to notify tenants of the Mortgaged Property to pay rents directly to Mortgagee, take possession of and rent the Mortgaged Property, either in Mortgagee's name or in the name of the owner of such Mortgaged Property, receive and apply the rents and profits, after the payment of any collection, operating and management expenses, including management commissions and reasonable attorney's fees

and disbursements, against the Note and other Obligations, being accountable only for the rents and profits that are actually received by it while in possession; or

(e) UCC Remedies. Exercise all rights and remedies available to a secured party under the New York Uniform Commercial Code as in effect from time to time; or

(f) Collection Action. Institute a collection action directly against any Obligor, either without acceleration for the balance of any Obligations then past due or, following acceleration, for all Obligations; or

(g) Freeze: Setoff. Hold, apply, freeze or set-off (without notice) on account of any Obligations, funds of any Obligor on deposit with Mortgagee in any account, fund or certificate, any indebtedness that Mortgagee may owe to any Obligor or any other tangible or intangible property owned by any Obligor that may be in the possession or under the control of Mortgagee; or

(h) Increase in Interest Rate. Increase the rate of interest under any Obligation, including, without limitation, the Note, to a rate five (5) percentage points above the Note Rate. This increase shall be retroactive to the date of the first occurrence of an Event of Default, shall be computed on the basis of actual days elapsed over a 360-day year and shall survive entry of any judgment relating to the Loan; or

(i) Other Remedies. Exercise any other rights and remedies available under this Mortgage, any other Loan Document, Obligations or other document or agreements of any kind, or that are available at law or in equity, including, without limitation, all rights set forth in Section 254 of the New York Real Property Law and in Article 14 of the New York State Real Property Actions and Proceedings Law allowing for Power of Sale; or

U) Proceeds. Apply proceeds of any sale of the Mortgaged Property first to costs and expenses of liquidation, sale or collection, including any reasonable attorneys' fees and disbursements and then to payment of any Obligation in whatever order Mortgagee may, in its discretion, elect, with the remaining proceeds, if any, to be paid to Mortgagor; or

(k) Expenses. Collect all of the collection expenses permitted under Section 1.0 of this Mortgage or otherwise permitted under law and have the amount of such expenses, together with all prepayment penalties due pursuant to the Note, which penalties shall be computed pursuant to the terms thereof and treating prepayment as occurring on the date of default, included in any judgment or decree obtained by Mortgagee, to the extent permitted by law.

9.2 Authorization of Mortgagee. Mortgagor irrevocably appoints Mortgagee the true and lawful attorney in fact coupled with an interest of Mortgagor, in its name and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement hereof, whether pursuant to power of sale, foreclosure or otherwise, to execute and deliver all such deeds, leases, bills of sale, assignments, releases and other instruments as may be necessary, with full power of substitution, provided that Mortgagor shall not exercise its rights under this Section 9.2 prior to the occurrence of an Event of Default.

9.3 Purchase by Mortgagee. Mortgagee may be a purchaser of the Mortgaged Property or of any party thereof or of any interest therein at any sale thereof, whether pursuant to foreclosure or otherwise, and may apply the purchase price thereof to the Obligations. Mortgagee shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the lien of this Mortgage and free of all rights of redemption in Mortgagor.

SECTION 10 - COLLECTION EXPENSES

If Mortgagee employs counsel for advice or representation after an Event of Default (whether or not formally declared) relating to the collection or enforcement of this Mortgage, the Note, or any other Loan Document or Obligations (whether or not suit is actually instituted), Mortgagee may collect from any Obligor all of Mortgagee's reasonable expenses and fees including (a) all fees and disbursements of Mortgagee's counsel and (b) all expenses of, or in anticipation of, litigation including fees and expenses of witnesses, experts, stenographers, title and lien searches and appraisals. All those collection fees and expenses shall be due and payable upon demand, shall bear interest at the Default Rate in effect from time to time under the Note and shall become Obligations secured by this Mortgage and any other collateral that secures any Obligations.

SECTION 11 - MORTGAGEE'S PERFORMANCE

If Mortgagor fails to perform any duty or obligation imposed upon Mortgagor under this Mortgage or any other Loan Document when due, Mortgagee may, after notice to Mortgagor and expiration of any applicable cure period (except in the event of emergency, in which event no notice shall be required and no cure period shall apply), at its option (with or without declaring an Event of Default), perform any such duty or obligation including payment of any tax, governmental charge or insurance premium, making repairs to the Mortgaged Property, rendering it free of any Hazardous Substances or liens or performing any lease obligation. The out-of-pocket expenses incurred by Mortgagee in performing any of the Mortgagor's duties or obligations shall be added to the monies owing under the Note, with interest at the rate in effect from time to time under the Note, and shall be secured by this Mortgage and by all collateral given to secure any Obligations. Any action taken by Mortgagee pursuant to this Section shall not constitute a waiver of any Event of Default or an undertaking to perform or complete any of the Mortgagor's duties, nor shall it impose any responsibility on Mortgagee to perform any of Mortgagor's duties in the future.

SECTION 12 - SECURITY AGREEMENT

12.1 Mortgagor hereby grants Mortgagee a security interest, under the Uniform Commercial Code as enacted in the State of New York, in all of the Mortgagor's right, title and interest in and to all existing and future-acquired Fixtures and Equipment, Awards and Proceeds, Leases and Rents, Other Rights, and all tax and insurance escrows held by Mortgagee pursuant to this Mortgage. In order to perfect the security interests granted hereunder, this Mortgage shall be filed in the appropriate state real property records, Mortgagor, as debtor, hereby authorizes Mortgagee to execute UCC-1 financing statements in favor of Mortgagee, as secured party, which

statements shall be filed with all appropriate county filing offices.

12.2 If any Event of Default shall occur, the Mortgagee shall have, in addition to any and all other rights and remedies set forth in this Mortgage, and may exercise without demand, any and all rights and remedies granted to a secured party under the Code, including, but not limited to, the right to take possession of the Other Rights, Fixtures and Equipment, Awards and Proceeds, Leases and Rents, and all tax and insurance escrows held by Mortgagee, or any part thereof, and the right to advertise and sell the Fixtures and Equipment and the Other Rights, or any part thereof, pursuant to and in accordance with the power of sale provided for in this Mortgage. The Mortgagor agrees that any notice of public or private sale or other action intended by the Mortgagee with respect to the Fixtures and Equipment and the Other Rights, or any part thereof, shall, to the extent permitted by law, constitute reasonable notice if it is sent to the Mortgagor not less than ten (10) days prior to any such sale or intended action. The proceeds of any such sale of the Fixtures and Equipment and the Other Rights, or any part thereof, shall be applied in the manner set forth in Article II of this Mortgage.

SECTION 13 - ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

This Mortgage also serves as an **absolute** assignment of all existing and future rentals, leases, profits, income, revenues and proceeds arising from the Mortgaged Property as provided and set forth in the Assignment of Rents and Leases from Mortgagor to Mortgagee of even date, provided, however, that so long as there is no Event of Default, Mortgagor shall be granted a revocable license from Mortgagee to remain in possession of, and to collect all rentals arising from, the Mortgaged Property, and to exercise the rights of landlord thereunder. This assignment shall not, however, render Mortgagee responsible for the performance of any duties under any lease, nor for any negligence in the management, operation or maintenance of the Mortgaged Property or for any resulting damage, loss or injury. The receipt by Mortgagee of any rentals or profits pursuant to this assignment shall not cure any Event of Default or affect any foreclosure or other liquidation proceeding that may be pending at any time. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact to exercise all rights and remedies of Mortgagor as landlord and manager of the Mortgaged Property, provided, however, that Mortgagee agrees not to exercise such rights and remedies until the occurrence of an Event of Default.

SECTION 14- MODIFICATIONS

This Mortgage is subject to modification. To the extent permitted by law, this Mortgage secures all modifications from the date upon which this Mortgage was originally recorded, including future loans and extensions of credit and changes in the interest rate, due date, amount or other terms and conditions of any Obligations.

SECTION 15 - MISCELLANEOUS

15.1 Further Assurances; Collections. Mortgagor shall, within ten (10) days of Mortgagee's request, execute any documents, provide any lien or other searches, and do anything that Mortgagee determines to be reasonably necessary to establish, perfect, assure or maintain the existence and priorities of, Mortgagee's liens against the Mortgaged Property, the reasonable costs

of so doing be paid by Mortgagor. In case of the occurrence of any errors in the execution of the Loan Documents, Mortgagor authorizes Mortgagee to make all necessary corrections in order to cause the Loan Documents to conform to the terms and conditions agreed to by Mortgagor and Mortgagee.

15.2 Notices. All notices, demands, requests, consents and other communications shall be in writing and served by hand delivery, by certified mail, return receipt requested, or by a recognized overnight delivery service, if to Mortgagee, to the address set forth in the caption of this Mortgage, with a copy in like manner to Romer Debbas LLP, 275 Madison Avenue, 8th Floor, New York, New York 10016, Attn: Guy Arad, Esq., and if to Mortgagor, to Mortgagor at the address set forth in the caption of this Mortgage, with a copy in like manner to Marcus Rosenberg & Diamond LLP, 444 Madison Avenue, 7th Floor, New York, New York 10022-5702, Attn: Jeffrey M. Diamond, Esq., unless proper written notice has been given to all other parties of any change in address. Notices and other written communication shall be deemed to have been properly served upon delivery to the designated address provided, however, that any notice or other communication sent by certified mail, return receipt requested, shall be deemed to have been properly served on the third business day after mailing, regardless of when it is actually received.

15.3 No Jury Trial. MORTGAGOR HEREBY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO ANY ASPECT OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT AND REPRESENTS THAT MORTGAGOR HAS CONSULTED WITH COUNSEL SPECIFICALLY AS TO THIS WAIVER. BY ACCEPTING THIS MORTGAGE, MORTGAGEE ALSO WAIVES ITS RIGHT TO REQUEST A TRIAL BY JURY.

15.4 No Waivers. Mortgagee shall not be deemed to have waived any of its rights or remedies under this Mortgage or any other Loan Document by:

- (a) forbearing or failing to exercise, or delaying in exercising, any rights and remedies; or
- (b) forbearing or failing to insist upon, or delaying in insisting upon, the strict performance of any term or condition of this Mortgage or any other Loan Document;
- (c) granting any extension, modification or waiver of any term or condition of this Mortgage or any other Loan Document, except to the extent expressly provided in any written extension, modification, or waiver; or
- (d) any other act, omission, forbearance or delay by Mortgagee, its officers, agents, servants or employees; or
- (e) any waiver of any rights or remedies on any one occasion.

15.5 Collection Duties. Mortgagee shall be under no duty or obligation to:

- (a) preserve, protect or marshal any Mortgaged Property or other collateral for

any Obligations; or

(b) preserve or protect any rights in any Mortgaged Property or other Collateral against any person claiming an interest adverse to that of Mortgagor; or

(c) realize upon any Mortgaged Property or other collateral in any particular order or manner or seek repayment of any Obligations from any particular source.

15.6 Waiver of Defense. Mortgagor hereby waives any defense based on the failure to name any tenant or occupant of the Mortgaged Property as a defendant in any foreclosure action or other litigation with respect to this Mortgage.

15.7 Written Changes Only. No change, extension, modification, amendment or waiver of any term or condition of this Mortgage or any other Loan Document shall be valid or binding upon any party hereto, unless it is in writing and has been executed by duly authorized officer of such party.

15.8 Correction of Documents. If any Loan Documents contain an error or incorrect terms or were improperly prepared or executed, or if a document intended to constitute part of the Loan Documents was inadvertently omitted, then in each such case Mortgagor agrees to execute proper documents promptly.

15.9 Successors and Assigns. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and inure to the benefit of Mortgagee, and its successors and assigns.

15.10 Governing Law and Jurisdiction. This Mortgage has been executed and delivered in the State of New York; all terms of this Mortgage shall be governed by and constructed according to the laws of the State of New York since the premises are located in the State of New York. All terms of the other Loan Documents shall be governed by and constructed according to the Laws of the State of New York. Mortgagor and Mortgagee each hereby consents to personal jurisdiction in the State of New York with respect to any and all matters arising under or relating to this Mortgage and all other Loan Documents. SUBJECT TO THE REQUIREMENTS FOR A CASE TO BE HEARD IN THE COMMERCIAL DIVISION OF THE NEW YORK STATE SUPREME COURT, THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL DIVISION OF THE NEW YORK STATE SUPREME COURT, AND TO THE APPLICATION OF SAID COURT'S ACCELERATED PROCEDURES PURSUANT TO RULE 9 OF SECTION 202.70(G) OF THE UNIFORM RULES FOR NEW YORK STATE TRIAL COURTS.

15.11 Partial Invalidity. If any term or provision of this Mortgage is at any time held to be invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining terms and provisions of this Mortgage, which shall continue to be in full force and effect.

15.12 Receipt of Copies. Mortgagor hereby acknowledges receipt of a true copy of this Mortgage, the Note and the other Loan Documents without charge.

15.13 Intentionally Omitted.

15.14. Cross Default. The occurrence of an Event of Default shall constitute a default under any other Obligations of Mortgagor and a default under any other Obligations of Mortgagor shall constitute an Event of Default under the Note, this Mortgage and all other Loan Documents.

15.15. Intentionally Omitted.

15.16. Satisfaction or Assignment of Mortgage. Upon the payment in full of all amounts due under, evidenced or secured by this Mortgage and the payment of a reasonable attorney fee for the preparation of a Satisfaction of Mortgage, the Mortgagee shall only be required to deliver a satisfaction instrument, and not an assignment. However, if permitted by applicable laws, including without limitation, Section 275 of the Real Property Law of the State of New York, upon no less than twenty (20) days prior written notice, Mortgagor may request that, and subject to this paragraph, Mortgagee shall, upon the final and indefeasible repayment in full (except by reason of foreclosure of the lien of this Mortgage) of the Obligations, Mortgagee prepare and deliver, at Mortgagor's expense, to the person or entity making such payment, an assignment, without recourse, representation or warranty, of Mortgagee's right, title, and interest in the Note and this Mortgage. Mortgagee's agreement to provide said assignment shall be subject only to the Mortgagor's payment of Mortgagee's customary assignment fee, at the time of such assignment, not to exceed \$3,500.00, Mortgagee's reasonable legal fees, including attendance at closing, if necessary, at the customary hourly rates of Mortgagee's counsel, and any other out-of-pocket expenses incurred by Mortgagee in connection with the assignment. Mortgagee's agreement to provide said assignment shall not be deemed to impose any liability or obligation on Mortgagee in the event any of the original notes and/or mortgages shall be lost or misplaced other than to provide a lost note affidavit.

15.17 Intentionally Omitted.

15.18 Usury. In the event that Mortgagee, in enforcing its rights hereunder, determines that charges and fees incurred in connection with the Loan may, under the laws of the State of New York, cause the interest rate herein to exceed the maximum allowed by law, then such interest shall be recalculated and any excess over the maximum interest permitted by said laws shall be credited to the then outstanding principal balance to reduce said balance by that amount. It is the intent of the parties hereto that Mortgagor under no circumstances shall be required to pay, nor shall Mortgagee be entitled to collect, any interest which is in excess of the maximum legal rate permitted under the laws of the State of New York.

15.19 Maximum Amount Secured. Notwithstanding anything contained herein to the contrary, the maximum amount of indebtedness secured by this Mortgage at execution or which under any contingency may become secured hereby at any time hereafter is \$21,060,912.57, plus interest thereon, plus all amounts expended by the Mortgagee after default by the Mortgagor which constitute payment of (i) taxes, charges or assessments which may be imposed by law upon the Property; (ii) premiums on insurance policies covering the Property; (iii) expenses incurred in protecting or upholding the lien of this Mortgage, including, but not limited to the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; (iv) expenses incurred in protecting the collateral encumbered by this Mortgage; or (v) any amount, cost or charge to which the Mortgagee becomes subrogated upon payment, whether under recognized principles of law or equity, or under express statutory authority.

15.20 Mortgagee's Consent and Approval. If Mortgagor shall request Mortgagee's consent or approval pursuant to any of the provisions of this Mortgage or otherwise, and Mortgagee shall fail or refuse to give, or shall delay in giving, such consent or approval, Mortgagor shall in no event make, or be entitled to make, any claim for damages (nor shall Mortgagor assert, or be entitled to assert, any such claim by way of defense, set off, or counterclaim) based upon any claim or assertion by Mortgagor that Mortgagee unreasonably withheld or delayed its consent or approval, and Mortgagor hereby waives any and all rights that it may have from whatever source derived, to make or assert any such claim. Mortgagor's sole remedy for any such failure, refusal, or delay shall be an action for a declaratory judgment, specific performance, or injunction, and such remedies shall be available only in those instances where Mortgagee has expressly agreed in writing not to unreasonably withhold or delay its consent or approval or where, as a matter of law, Mortgagee may not unreasonably withhold or delay the same.

SECTION 16- INTENTIONALLY OMITTED

SECTION 17 - NEW YORK STATE SPECIFIC PROVISIONS

17.1 Real Property Law. All covenants contained in this Mortgage, which are in addition to those set forth in Sections 254 and 291-F of the Real Property Law shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of said Sections 254 and 291-f of the Real Property Law.

17.2 Lien Law. In compliance with Section 13 of the New York Lien Law, the Mortgagor will receive the advances secured by this Mortgage and will hold such advances in trust, to be applied first for the purpose of paying the cost of any improvements hereto before made or now being made on, in and under the premises hereby Mortgaged and will apply the same first payment of the cost of improvements before using any part of the total of the same for any other purpose.

17.3 Costs, Expenses and Attorneys' Fees. Should one or more Events of Default occur under this Mortgage or the Loan Documents, and should an action be commenced for the foreclosure of this Mortgage, Mortgagee shall be entitled to recover all sums due hereunder, statutory costs, and additional allowances made pursuant to Section 8303(a) of the Civil Practice Laws and Rules of the State of New York, and addition thereto, reasonable attorneys' fees in such proceeding, and such amount shall be added to the principal balance and interest then due and shall be a lien on the Mortgaged Property prior to any right or title to, interest in or claim upon the Mortgaged Property attaching and accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage, and the indebtedness which it secures.

17.4 Intervening Liens. Should any agreement be hereafter entered into modifying or changing the terms of this Mortgage or the Note in any manner, the rights of the parties to such agreement shall be superior to the rights of the holder of any intervening lien.

17.5 Time is of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other Loan Documents.

17.6 Terms. It is understood that the words "Mortgagor" and "Mortgagee" herein shall include their respective heirs, successors and assigns of Mortgagor and Mortgagee.

17.7 Entire Agreement. This Mortgage and the other Loan Documents, constitute the entire understanding between Mortgagor and Mortgagee and to the extent that any writings not signed by Mortgagee or oral statements or conversations at any time made or had shall be inconsistent with the provisions of this Mortgage or the other Loan Documents, the same shall be null and void

17.8 Tax Law Section 253 Statement. This Mortgage does not cover real property principally improved or to be improved by one or more structured containing in the aggregate not more than six (6) residential dwelling units, each having their own separate cooking facilities.

17.9 Nonjudicial Foreclosure. To the extent permitted by law, Mortgagee may choose to utilize the procedures set forth in Article 14 of the Real Property Actions and Proceedings Law of New York to commence a non-judicial foreclosure of this Mortgage by power of sale. To the extent permitted by law, Mortgagor waives any right granted pursuant to Section 1421 or any other provision of the Real Property Actions and Proceedings Law of New York to challenge the Mortgagee's election to enforce this Mortgage by means of such non-judicial foreclosure by power of sale. If the Mortgaged Premises consists of two or more distinct parcels, all of such parcels shall be sold as one parcel, unless Mortgagee shall elect otherwise.

[The balance of this page has been intentionally left blank]

Mortgagor has duly executed this Mortgage as of the date first written above.

MORTGAGOR:

SUTTON HILL PROPERTIES, LLC,
a Nevada limited liability company, qualified to do business in New York

By: Citadel Cinemas, Inc., a Nevada corporation, its Manager

By: /s/ Gilbert Avanes

Name: Gilbert Avanes

Title: Chief Financial Officer and Treasurer

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Outside of New York State)

State, District of Columbia, Territory, Possession, or Foreign Country

State of County of

)
) ss.:
)

On the ____ day of September in the year 2023 before me, the undersigned, personally appeared Gilbert Avanes personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance

(insert city or other political subdivision and state or country or other was taken).

(signature and office of individual taking action)

**MORTGAGE
MODIFICATION AND EXTENSION AGREEMENT**

Dated: as of September 29, 2023 in the original principal amount of

\$21,060,912.57

between

SUTTON HILL PROPERTIES, LLC, Mortgagor
a Nevada limited liability company,
qualified to do business in New York
having its principal place of business
at: 5995 Sepulveda Boulevard, Suite
300 Culver City, California 90230

and

VALLEY NATIONAL BANK, Mortgagee
a national banking association,
having an office at:
1455 Valley Road
Wayne, New Jersey 07470

LOCATION OF PREMISES:

Street Address:	1001-1007 Third Avenue
City of:	New York
County of:	New York
State of:	New York
Block:	1414
Lots:	48

AFTER RECORDING, PLEASE RETURN TO:
VALLEY NATIONAL BANK
1720 ROUTE 23 NORTH
WAYNE, NEW JERSEY 07470

MORTGAGE MODIFICATION AND EXTENSION AGREEMENT (the "**Modification and Extension Agreement**"), dated as of September 29, 2023, given between SUTTON HILL PROPERTIES, LLC, a Nevada limited liability company qualified to do business in New York, having its principal place of business at 5995 Sepulveda Boulevard, Suite 300, Culver City, California 90230 ("**Mortgagor**") and VALLEY NATIONAL BANK, a national banking association having an office at 1455 Valley Road, Wayne, New Jersey 07470 ("**Mortgagee**").

WITNESSETH:

WHEREAS, Mortgagor is the lawful owner of that certain parcel of real property known as 1001-1007 Third Avenue, New York, New York 10022, in the City, County and State of New York, as more particularly described in Schedule A attached hereto and made a part hereof (the "**Land**"), together with all buildings and other improvements located on the Land (the Land, together with all such buildings and other improvements, collectively, the "**Premises**");

WHEREAS, Mortgagee is the lawful owner and holder of those certain mortgages set forth on Schedule B attached hereto and made a part hereof (collectively, the "**Mortgages**") and the notes secured thereby (collectively, the "**Notes**") in the aggregate original principal amount of \$25,000,000.00 on which Notes there is currently outstanding, in the aggregate, the reduced principal amount of **\$21,060,912.57**; and

WHEREAS, Mortgagor and Mortgagee have agreed in the manner hereinafter set forth to (i) coordinate the respective liens of the Mortgages, (ii) coordinate the Notes and the principal sums evidenced thereby and (iii) modify the time and manner of payment and the terms and provisions of the Notes and the Mortgages.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Representations and Warranties. Mortgagor represents and warrants to Mortgagee that:

(a) There is, as of the date hereof, due and owing upon the Mortgages, the aggregate principal amount of **\$21,060,912.57**, together with interest thereon and other charges evidenced thereby, in each case without offset, defense or counterclaim of any kind or nature whatsoever. (Such outstanding amounts, together with all interest thereon and such other amounts as may be outstanding from time to time under the Notes and Mortgages and under the Restated Note (as hereafter defined), being hereinafter referred to, collectively, as the "**Indebtedness**").

(b) As of the date hereof, there are no notices of defaults or notices of events of default under the Notes and Mortgages.

(c) Mortgagor is the holder of good, marketable, insurable fee title in and to the Premises, subject to the Permitted Encumbrances (as defined in Schedule C attached hereto) and has full power, good right and lawful authority to encumber the Premises in the manner and form set forth in the Mortgages and to execute and deliver this Modification and Extension Agreement.

(d) The execution and delivery of this Modification and Extension Agreement does not and will not violate the terms of Mortgagor's operating agreement or articles of organization, or any other lease, agreement, mortgage, indenture or instrument affecting Mortgagor or the Premises or any law, rule, order, ordinance or statute of any governmental authority, purporting to have jurisdiction over Mortgagor or the Premises.

2. **Coordination of Notes.** The Notes and the respective principal indebtedness evidenced thereby are hereby coordinated to constitute a single indebtedness in the reduced aggregate principal amount of **\$21,060,912.57**, together with interest heretofore accrued on each of such Notes.

3. **Restated Note.** Concurrently herewith, Mortgagor is executing and delivering to Mortgagee that certain Restated Mortgage Promissory Note (the "**Restated Note**"), dated of even date herewith, made by Mortgagor, as maker, in favor of Mortgagee, as payee, evidencing the restatement of the Notes, which Restated Note amends, modifies and restates in their entirety the terms, provisions and time of payment of the Notes in all respects and from and after the date hereof, the Notes shall be deemed replaced by the Restated Note and Mortgagor shall pay the indebtedness in accordance with, and shall comply with the terms and conditions set forth in the Restated Note, which Restated Note is hereby substituted for the Notes.

4. **Coordination of Mortgages.** The liens of the Mortgages are hereby coordinated so that together they shall hereafter constitute in law but one mortgage, a single, first lien upon the Premises securing the Indebtedness evidenced by the Restated Note.

5. **Restated Mortgage.** The Mortgages, as coordinated hereby, are also modified, extended, amended and restated in their entirety and the terms, covenants and conditions of the Mortgages, as coordinated, shall be and hereby are superseded and replaced by the terms, covenants and conditions set forth in Schedule C annexed hereto and made a part hereof (the Mortgages, as so coordinated, modified, extended, amended and restated in Schedule C hereto, together with this Modification and Extension Agreement, are referred to, collectively, as the "**Restated Mortgage**"). Mortgagor agrees to comply with and be subject to all of the terms, covenants and conditions of this Restated Mortgage.

6. **Use of Terms.** The terms "**Land**", "**Improvements**", "**Premises**" and "**Mortgaged Property**" shall have the meanings ascribed to them in Schedule C attached hereto when used in this Restated Mortgage. Whenever the term "note" or "Note", shall be used in this Restated Mortgage or in the Restated Note, such term shall mean and refer to the Restated Note, as such Restated Note may be further modified from time to

time. Whenever the terms "**mortgage**" or "**Mortgage**" shall be used in this Restated Mortgage (including, without limitation, Schedule C hereto), or in the Restated Note, such terms shall mean and refer to this Restated Mortgage, as this Restated Mortgage may be further modified from time to time. Terms defined in this Modification and Extension Agreement that are used in Schedule C hereto that are not otherwise defined in such schedule, shall have the meaning accorded such terms in this Modification and Extension Agreement.

7. **Subsequent Modifications.** Any written agreement or agreements hereafter entered into by the Mortgagee that (i) extend the time of payment of the indebtedness, (ii) change or modify the time or times of payment or the amount of the installments or fixed sums or the interest or the rate thereof, (iii) change, modify, extend, renew or terminate other terms, provisions, covenants or conditions of the Restated Mortgage or the obligations that it secures or this Modification and Extension Agreement, or (iv) consolidate, spread, release or sever the lien of the Restated Mortgage shall be effective in accordance with the terms and provisions thereof and shall be binding according to the tenor thereof on the owner or holder of subordinate, intervening or subsequent liens or security interests on the Premises and any such liens or security interests shall continue to be subject and subordinate to this Restated Mortgage and any such agreement or agreements.

8. **No New Indebtedness: Maximum Principal Amount.** (a) The parties hereto hereby certify that this Modification and Extension Agreement secures the same indebtedness evidenced by the Notes, together with interest thereon, and secured by this Restated Mortgage, and evidences and secures no further or other indebtedness or obligation.

(b) Notwithstanding anything to the contrary contained herein, the maximum principal that which is secured by the Restated Mortgage as of the date hereof, or that under any contingency may be secured by the Restated Mortgage at any time in the future, shall not exceed the principal sum of **\$21,060,912.57** plus (i) taxes, charges and assessments which may be imposed by law on the Premises, (ii) premiums on the insurance policies required to be maintained under the Restated Mortgage, and (iii) expenses incurred in upholding the lien of this Restated Mortgage including, but not limited to, the expenses of any litigation to prosecute or defend the rights and liens created by this Restated Mortgage, any amount, cost or charge to which this Restated Mortgage becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority, and interest at the regular interest rate or Default Rate (as defined in the Restated Note).

9. **No Oral Modification.** The terms hereof may not be waived, changed, modified, terminated or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, termination or discharge is sought.

10. **Ratification.** Mortgagor hereby (i) ratifies and confirms the Indebtedness and the lien, conveyance and grant contained in and created by this

Restated Mortgage and (ii) agrees that nothing contained in this Modification and Extension Agreement is intended to or shall impair the validity of the indebtedness or the lien, conveyance and grant of the Restated Mortgage. Unless specifically modified by the terms hereof, the parties hereto ratify and confirm each and every term of the Restated Mortgage and the Restated Note, which shall continue in full force and effect.

11. ~~Further Assurances.~~ Mortgagor shall execute and deliver, at Mortgagor's sole cost and expense, such additional documents as shall be requested by ~~Mortgagee~~ from time to time to effectuate the terms and conditions of this Modification and Extension Agreement, the Restated Note and the Restated Mortgage, including, without limitation, such affidavits as shall be necessary to permit this Modification and Extension Agreement to be recorded in the appropriate public records. Mortgagor hereby appoints Mortgagee its attorney in fact to execute, acknowledge and deliver for and in the name of the Mortgagor any and all of the instruments mentioned in this section, and this power, being coupled with an interest, shall be, irrevocable as long as any part of the Indebtedness remains unpaid.

12. ~~Successors and Assigns.~~ This Modification and Extension Agreement shall bind, and inure to the benefit of, the parties hereto, their respective successors and permitted assigns.

13. ~~Counterparts.~~ This Modification and Extension Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS.]

above. **IN WITNESS WHEREOF**, this Modification and Extension Agreement has been executed by the parties hereto as of the day and year first written

MORTGAGOR:

SUTTON HILL PROPERTIES, LLC,
a Nevada limited liability company, qualified to do business in New York

By: Citadel Cinemas, Inc., a Nevada corporation, its Manager

By: /s/ Gilbert Avanes Name: Gilbert Avanes
Title: EVP, Chief Financial Officer and Treasurer

MORTGAGEE:

VALLEY NATIONAL BANK,
a national banking association

By: /s/ Gilbert Avanes Name: Ann S. Wilhelm
Title: Senior Vice President

NOTE MODIFICATION AGREEMENT

This **NOTE MODIFICATION AGREEMENT** (this "**Agreement**") is made as of October 1, 2024 (the "**Effective Date**"), by and between **SUTTON HILL PROPERTIES, LLC**, a Nevada limited liability company qualified to do business in New York, having its principal place of business at 189 Second Avenue, Suite 2S, New York, New York 10003 ("**Borrower**"), and **VALLEY NATIONAL BANK**, a national banking association at its offices at 70 Speedwell Avenue, Morristown, New Jersey 07960 ("**Bank**").

RECITALS

A. Bank made a commercial mortgage loan to Borrower in the original principal sum of \$21,060,912.57 (the "**Loan**"), which Loan is evidenced by that certain Amended and Restated Mortgage Promissory Note dated as of September 29, 2023, executed by Borrower in favor of Bank (the "**Note**");

B. The Note is secured by, among other things, that certain Mortgage Modification and Extension Agreement dated as of September 29, 2023 executed by and between Borrower and Bank and recorded on October 12, 2023 in the Office of the City Register of the City of New York, County of New York (the "**Office**"), as CRFN 2023000262607 (the "**Mortgage**") encumbering the property commonly known as and located at 1001-1007 Third Avenue, New York, New York and as more particularly described in the Mortgage ("**Mortgaged Property**");

C. As of the Effective Date, exclusive of the October 1, 2024 payment due pursuant to the terms of the Note and the terms hereof, the principal amount outstanding under the Loan is \$20,775,420.80;

D. Borrower and Bank have agreed to modify the Note in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Recitals. The recitals set forth above are true and correct.
 2. Defined Terms. Borrower and Bank agree that defined terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Note.
 3. Extension. As of the Effective Date, the term of the Loan is hereby extended for a period of six (6) months commencing on October 1, 2024 and ending on April 1, 2025 (the "First Extension Term").
 4. Modification. As of the Effective Date, the Note is hereby modified and amended as follows:
 - (a) The Note is hereby amended to add at the end of Section **1** as follows:
-

(E) Five (5) equal consecutive monthly installments of principal and interest, in an amount as calculated pursuant to the Interest Rate and Interest Calculations commencing on October 1, 2024 and continuing on the first day of each month thereafter until and including March 1, 2025 (each payment being a "**Payment Date**").

(F) A final installment principal in such amount as shall constitute the entire outstanding principal balance of this Note, plus all accrued and unpaid interest as calculated pursuant to Paragraphs 2 and 3 below, and all other sums due under this Note and/or the Mortgage shall be due and payable in full on April 1, 2025 (the "**First Extension Maturity Date**").

Provided that all of the following conditions (the "**Extension Conditions**") are fully satisfied, Borrower shall have the option to extend the First Extension Maturity Date for one (1) additional term of six (6) months (the "**Second Extension Term**") to commence on April 1, 2025 and to end on October 1, 2025 (the "**Second Extension Term Maturity Date**"):

- (i) no Event of Default has occurred and be continuing, or no default or event has occurred which, but for the passage of time, would result in an Event of Default hereunder or under any of the other Loan Documents prior to the time that the extension option is exercised and as of the date the Second Extension Term is to commence;
- (ii) Borrower shall notify the Bank in writing (the "**Extension Notice**") of its election to extend the First Extension Maturity Date not later than thirty (30) days prior to the originally scheduled First Extension Maturity Date;
- (iii) there shall be no material adverse change in the financial condition of Borrower, Guarantor and/or the Mortgaged Property;
- (iv) Borrower shall deposit with Bank the sum of \$500,000.00, which shall be held by Bank for the term of the Loan and which shall be deemed additional collateral for all sums due and owing to Bank under the Loan; and
- (v) Borrower shall pay all actual third-party costs and expenses in connection with the extension of the First Extension Term of the Loan, including, without limitation, payments to third-party vendors, title insurance fees and surveys, appraisal fees, recording fees, if any, and Bank's reasonable attorneys' fees and disbursements in connection with any modification of the Loan Documents or otherwise.

In the event that Borrower shall timely exercise Borrower's option to extend the First Extension Maturity Date in accordance with the terms and provisions of this Note and all of the Extension Conditions shall be fully satisfied, during the Second Extension Term, the outstanding principal amount advanced to Borrower under this Note shall be repaid as follows:

(G) Five (5) equal consecutive monthly installments of principal and interest, in an amount as calculated pursuant to the Interest Rate and Interest Calculations commencing on

April 1, 2025 and continuing on the first day of each month thereafter until and including September 1, 2025 (each payment being a "**Payment Date**").

(H) A final installment principal in such amount as shall constitute the entire outstanding principal balance of this Note, plus all accrued and unpaid interest as calculated pursuant to Paragraphs 2 and 3 below, and all other sums due under this Note and/or the Mortgage shall be due and payable in full on the Second Extension Maturity Date.

Borrower acknowledges and agrees that Borrower shall have no right to extend the maturity date of the loan evidenced hereby (the "**Loan**") beyond the Second Extension Term Maturity Date.

The unpaid principal balance shall continue to bear interest after the Maturity Date or, in the event that the term is extended for the First Extension Term, after the First Extension Term Maturity Date, or, in the event that the term is extended for the Second Extension Term, after the Second Extension Term Maturity Date, as applicable, at the Default Interest Rate set forth in this Note until and including the date on which the unpaid principal balance and all interest, fees and other charges due under the Loan Documents are paid in full.

(b) The first paragraph of Section 2 of the Note is hereby deleted and replaced as follows:

The annual rate of interest payable under this Note ("**Interest Rate**") for the period commencing on and including the date hereof through and including the First Extension Maturity Date and/or, if applicable, the Second Extension Maturity Date, shall be calculated at a floating rate equal at all times to five hundred (500) basis points (5.00%) above the SOFR Loan Rate (as defined below), as such rate may change from time to time, adjusted daily, provided that at no time during the First Extension Term and/or Second Extension Term, as applicable, shall the rate of Interest be less than seven and one half of one percent (7.50%) per annum, and provided further, that the rate of Interest may be increased to the Default Interest Rate in accordance with the terms and provisions of the Loan Documents.

(c) The Bank's address as set forth in the Note and the other Loan Documents is hereby deleted and replaced as follows: 70 Speedwell Avenue, Morristown, New Jersey 07960. Borrower's and Guarantor's addresses as set forth in the Note and the other Loan Documents are hereby deleted and replaced as follows: 189 Second Avenue, Suite 2S, New York, New York 10003.

(d) As a condition to the effectiveness of this Agreement, Borrower shall, simultaneously with the execution and delivery of this Agreement to Bank:

- (i) pay to Bank the October 1, 2024 monthly payment due pursuant to the terms of the Note and the terms hereof;
- (ii) pay to Bank a non-refundable extension fee in the amount of \$105,000.00;
- (iii) deposit with Bank the sum of \$500,000.00, which shall be held by Bank in

an interest-bearing account for the benefit of Borrower together, in the same account, with the funds in the amount of \$1,064,750.00 currently held by Bank (collectively, the "**Collateral Funds**"). The Collateral Funds shall be held by Bank for the term of the Loan and shall be deemed additional collateral for all sums due and owing to Bank under the Loan. Upon the indefeasible payment in full of the entire indebtedness evidenced by the Note, the Collateral Funds (including any interest accrued thereon), at Borrower's option and upon prior written notice to Bank, shall be remitted to Borrower, or credited at payoff, subject to the prepayment provisions in accordance with the terms of the Note. Upon the occurrence and during the continuance of an Event of Default, Bank may apply any Collateral Funds to the payment of the following items in any order in its sole discretion: (i) any out-of-pocket costs of collection payable pursuant to the Mortgage, the Note or the other Loan Documents, including without limitation protective advances made by Bank pursuant to the terms of the Loan Documents; (ii) any unpaid costs or balances of advances (excluding the original advance of the principal) made by Bank in connection with the Loan Documents and to any other amounts which may be overdue on account of any of the several terms, provisions, conditions or covenants contained in the Loan Documents; (iii) late charges and any other fees or charges due under the Note or the other Loan Documents, if any; (iv) interest then due and payable under the Note or the other Loan Documents (at the Default Interest Rate, if applicable); and (v) reduction of the principal balance of the Note;

(iv) pay to Bank an appraisal fee in the amount of \$4,845.00; and

(v) pay to Bank's counsel a legal fee in the amount of \$4,500.00 and pay to Bank any other fees, costs and expenses incurred by Bank in connection with the modification and extension of the Loan.

5. Warranties and Representations. Borrower affirms and represents and warrants to Bank that:

(a) the principal amount outstanding under the Loan as of the Effective Date, exclusive of the October 1, 2024 payment due pursuant to the terms of the Note and the terms hereof, is \$20,775,420.80;

(b) Borrower is not in default under the Note or the Mortgage or any of the other documents executed in connection therewith nor has any event occurred that would be deemed a default thereunder with the passage of time, the giving of notice, or both;

(c) there are no defenses, offsets or counterclaims to the Note or the Mortgage, the indebtedness evidenced and secured thereby, or any of the other documents executed in connection with the Note and/or Mortgage;

(d) Borrower is the holder of good, marketable, insurable title in fee simple to the Mortgaged Property and has full power, good right and lawful authority to encumber the Mortgaged Property in the manner and form set forth in the Mortgage and to execute and deliver this Agreement and has the power and authority to perform its obligations under each of the Loan Documents;

(e) Borrower's execution and delivery of this Agreement, and Borrower's continued performance of its obligations under the other Loan Documents has been duly authorized by all necessary action on the part of Borrower;

(f) the Loan Documents and this Agreement have been duly executed and delivered by Borrower, are in full force and effect in accordance with the provisions thereof, and are the valid and binding obligations of Borrower, enforceable against it in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights;

(g) the execution and delivery of this Agreement does not and will not violate the terms of Borrower's organizational documents, or any lease, agreement, mortgage, indenture or instrument affecting Borrower, Guarantor or the Mortgaged Property or any law, rule, order, ordinance or statute of any governmental authority, purporting to have jurisdiction over Borrower and/or the Mortgaged Property;

(h) except as amended by this Agreement and except as set forth on Exhibit A annexed hereto, all representations and warranties contained in the Loan Documents are true and correct in all material respects as if made on the date hereof (except in each case for representations and warranties which by their terms are expressly applicable only to an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date) and are not limited in any way by the representations and warranties set forth in this Agreement; and

(i) no payments of interest or any other charges have been made to Bank or paid by Borrower in connection with the Loan, or any Loan Document executed in connection therewith, which would result in the computation or earning of interest in excess of the maximum legal rate of interest which is permitted under the laws of the State in which the Note and any other Loan Documents executed in connection therewith would be enforced.

Borrower hereby acknowledges that Bank will rely upon the foregoing representations, warranties and waivers and that Bank would not enter into this Agreement in the absence of the foregoing representations, warranties and waivers.

6. Ratification. Except as expressly modified by the terms of this Agreement, the terms, provisions and requirements of the Note, the Mortgage and all other Loan Documents remain the same and in full force and effect in accordance with the terms and provisions thereof. Borrower hereby (i) unconditionally ratifies and confirms, renews and reaffirms all of the liabilities, obligations, duties and responsibilities of Borrower under and pursuant to the Loan Documents, (ii) acknowledges and agrees that such liabilities, obligations, duties and responsibilities remain and shall continue in full force and effect, binding on and enforceable against Borrower in accordance with the terms, covenants and conditions of the Loan Documents, without impairment, and that Borrower remains unconditionally liable to Bank in accordance with the terms, covenants and conditions of the Loan Documents, as amended hereby, (iii) certifies, confirms, acknowledges and agrees that nothing herein contained shall be construed to impair the security or affect the priority of or otherwise impair the lien of any mortgage or other lien which Bank ever had, now has or may hereafter have on any of its/his property under any of the Loan Documents, nor to impair any rights or powers which Bank or its successors may have for nonperformance of any term of any of the Loan Documents, (iv) ratifies and confirms, renews and reaffirms in all respects and without condition, all of the terms, covenants and conditions set forth in the Loan Documents, as amended hereby, and (v) acknowledges, agrees, represents and warrants that no oral or other agreements, understandings, representations or warranties exist with respect to the Loan Documents or with respect to its/his obligations thereunder. In the event of any conflict or ambiguity between the terms, covenants and

provisions of this Agreement and those of the Note, the Mortgage or any other Loan Document, the terms, covenants and provisions of this Agreement shall control.

7. Miscellaneous.

- (a) Bank is under no obligation to further modify the terms of the Note, or any other Loan Document executed in connection therewith.
- (b) This Agreement is a modification of the terms of the Note. Any and all references to the Note shall mean the Note as modified by this Agreement.
- (c) This Agreement contains the entire agreement of the parties with respect to the modification of the Note and this Agreement may not be modified, amended, changed or terminated except by an agreement in writing signed by Borrower and Bank.
- (d) This Agreement shall be binding upon and inure to the benefit of Borrower and the successors of Borrower and Bank and the successors and assigns of Bank.
- (e) This Agreement shall have no force or effect unless and until, and shall become effective only upon, the execution and delivery hereof by Borrower and Bank and the satisfaction in full of all conditions to the effectiveness hereof as set forth herein.
- (f) If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
- (g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts or choice of laws.
- (h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement may be executed electronically using electronic signature technology that produces an audit trail of such execution (e.g., Adobe Sign, DocuSign) and/or may be delivered electronically (e.g., a scanned .PDF sent by email), and any such electronically executed signatures and/or electronically delivered signatures shall have the same legal and binding effect as original handwritten signatures.

[The remainder of this page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Borrower and Bank have caused the due execution of this Note Modification Agreement as of the day and year first above written.

BORROWER:

SUTTON HILL PROPERTIES, LLC,
a Nevada limited liability company, qualified to do business in New York

By: Citadel Cinemas, Inc., a Nevada corporation, its Manager

By: /s/ Gilbert Avanes Name: Gilbert Avanes
Title: Chief Financial Officer and Treasurer

BANK:

VALLEY NATIONAL BANK

By: /s/ Ann S. Wilhelm
Name: Ann S. Wilhelm
Title: Senior Vice President

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002

I, Ellen M. Cotter, certify that:

- 1) I have reviewed this Amendment No. 2 to the Annual Report on Form 10-K/A of Reading International, Inc.; and
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

By: /s/ Ellen M. Cotter
Ellen M. Cotter
President and Chief Executive Officer
April 30, 2025

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO EXCHANGE ACT RULE 13a-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002

I, Gilbert Avanes, certify that:

- 1) I have reviewed this Amendment No. 2 to the Annual Report on Form 10-K/A of Reading International, Inc.; and
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/s/ Gilbert Avanes

Gilbert Avanes

Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

April 30, 2025
