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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102699622

To the Honorable Commissioner of

and original documents or copy thereof.

1. Name of conveying party(ies): Landmark Theatre Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State California Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Purchase and Sale Agreement

Execution Date: 4/18/01

2. Name and address of receiving party(ies)

Name: Silver Cinemas Acquisition Co.

Internal

Address:

Street Address: 2222 South Barrington Avenue.

City: Los Angeles State: CA Zip: 90064

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,058,951

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jill M. Pietrini, Esq.

Internal Address:

Manatt, Phelps & Phillips, LLP

Street Address: 11355 W. Olympic Boulevard

City: Los Angeles State: CA Zip: 90064

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DA 131 241

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jill M. Pietrini

Name of Person Signing

Signature

11-5-03

Date

Total number of pages including cover sheet, attachments, and document:

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PURCHASE AND SALE AGREEMENT

dated as of April 18, 2001

among

SILVER CINEMAS ACQUISITION CO.
a Delaware corporation, as Buyer,

and

SILVER CINEMAS INTERNATIONAL, INC.
a Delaware corporation,

SILVER CINEMAS, INC.
a Delaware corporation,

LANDMARK THEATRE CORP.
a Delaware corporation,

and

LANDMARK THEATRE USA, INC.
a Texas corporation, as Sellers

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Exhibits

- Exhibit A – List of Assumed Contracts
- Exhibit B – List of Assumed Theatre Leases
- Exhibit C – List of Modified Theatre Leases
- Exhibit D – List of Partnerships and Interests
- Exhibit E – List of New Build Theatre Leases
- Exhibit F – Form of Side Letter

Schedules

- Schedule 4.2(h)(d)
- Schedule 4.2(m)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of April 18, 2001 (this "Agreement"), is made by and between SILVER CINEMAS INTERNATIONAL, INC., a Delaware corporation, as Debtor and Debtor-in-Possession ("Silver Int'l"), SILVER CINEMAS, INC., a Delaware corporation, as Debtor and Debtor-in-Possession ("Silver"), LANDMARK THEATRE CORP., a Delaware corporation, as Debtor and Debtor-in-Possession ("Landmark"), and LANDMARK THEATRE USA, INC., a Texas corporation, as Debtor and Debtor-in-Possession ("Landmark USA", and together with Silver Int'l, Silver and Landmark, collectively, "Sellers" and individually a "Seller") and SILVER CINEMAS ACQUISITION CO, a Delaware corporation ("Buyer").

RECITALS

A. Sellers desire to sell, assign, transfer and convey to Buyer the assets and liabilities specified in this Agreement and owned by Sellers and used in the theatre business conducted by Sellers (the "Business") upon the terms and subject to the conditions of this Agreement.

B. Buyer desires to purchase and assume from Sellers such assets and liabilities subject to the conditions of this Agreement.

C. Each Seller has previously filed a Chapter 11 case under the Bankruptcy Code (as hereinafter defined), which are being jointly administered under case numbers 00-1978(JJF) (collectively, the "Chapter 11 Cases") currently pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

D. The Bankruptcy Court has issued an order, dated December 6, 2000 (as amended, the "Bidding Procedures Order"), approving a sale process for Sellers' assets, which includes an auction process for such sales (the "Auction").

E. Following the Auction and additional efforts to sell the Business, Sellers have concluded that the proposal by Buyer set forth in this Agreement is the highest and best proposal for the acquisition of the Business.

AGREEMENT

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following meanings:

"Actual Knowledge of Seller" means the current actual knowledge of Larry Hohl, Michael Mullen, Tom Andrus or Paul Ledbetter and such actual knowledge shall not require any investigation by them.

"Adjusted Non-Default Rate" equals the sum of the Base Rate, plus the Base Rate Margin (each as defined in the Foothill Loan Agreement) plus two percent (2%).

"Approval" means any approval, authorization, consent, license, franchise order, permit of or by, or filing with any Person.

"Assumed Contracts" means (i) all executory contracts or leases of personal property listed on Exhibit A hereto which Buyer has not elected in accordance with Section 5.21 to exclude from Purchased Assets and as to which the Bankruptcy Court has issued an Assumption and Assignment Order and (ii) if and only if Buyer has not elected in accordance with Section 5.19 to exclude the Sunshine Agreements from Purchased Assets, all Sunshine Agreements (other than the Sunshine Sublease Agreement) as to which the Bankruptcy Court has issued an Assumption and Assignment Order.

"Assumed Severance Obligations" means the aggregate amount of severance obligations to those employees of Sellers who are offered employment by Buyer with a base salary, severance entitlement and potential for incentive compensation equal to or greater than each of those compensation components provided by Sellers to each such employee immediately preceding the commencement of the Chapter 11 Cases.

"Assumed Theatre Leases" means (i) the Theatre leases listed on Exhibit B hereto which Buyer has not elected in accordance with Section 5.21 to exclude from Purchased Assets and as to which the Bankruptcy Court has issued an Assumption and Assignment Order, (ii) each Modified Theatre Lease modified as provided in Exhibit C hereto or as otherwise acceptable to Buyer which Buyer has not elected in accordance with Section 5.21 to exclude from Purchased Assets and as to which the Bankruptcy Court has issued an Assumption and Assignment Order, (iii) each New Build Theatre Lease which Buyer has agreed to assume pursuant to Section 5.22 (or, in the case of the Bethesda Lease, Section 5.20) and as to which the Bankruptcy Court has issued an Assumption and Assignment Order and (iv) if and only if Buyer has not elected in accordance with Section 5.19 to exclude the Sunshine Agreements from Purchased Assets, the Sunshine Sublease Agreement and as to which the Bankruptcy Court has issued an Assumption and Assignment Order.

"Assumption and Assignment Order" means the order or orders entered by the Bankruptcy Court approving under Section 365 of the Bankruptcy Code the assumption and assignment of Assumed Liabilities, to include, without limitation, the restrictions on the liabilities assumed by Buyer and the preservation of rights preserved for Buyer as set forth in Section 2.2 of this Agreement.

"Bankruptcy Code" means 11 U.S.C. §§ 101 et seq.

"Bethesda Amount" means the amount necessary to cure defaults by Sellers prior to the Closing Date under the Bethesda Agreement as so determined by the Bankruptcy Court pursuant to the Assumption and Assignment Order with respect thereto.

"Bethesda Lease" means the Lease Agreement, dated August 16, 1999 and as amended by the Lease Modification Agreement executed October 28, 1999, between Landmark and Street.

"Bethesda Settlement Agreement" means the Provisional Settlement Agreement (Street Retail, Inc.), dated March 26, 2001 between Sellers and Street, as amended by Sellers and Street as set forth orally before the Bankruptcy Court during the course of a hearing on April 12, 2001 to allow for, *inter alia*, the assumption of the Bethesda Lease on or before May 3, 2001.

"Books and Records" means all books and records of Sellers used exclusively in the Business or relating exclusively to the Purchased Assets or necessary to carry on the business and operations of the Business as currently conducted and to carry on the business of operating the Purchased Assets after the Closing, including files and records, whether in hard copy or magnetic format, books of account, general, financial, tax and personnel records, advertising and promotional literature and other advertising-related material, invoices, supplier lists, mailing lists, correspondence and other documents and any rights thereto.

"California Theatre 3" means the Theatre located at 2113 Kettredge Street, Berkeley, CA 74704.

"Closing Date" means May 18, 2001 or, in the event that Buyer, in its sole discretion, so elects, May 25, 2001, subject to the satisfaction or waiver of the conditions in Sections 6.1, 6.2 and 6.3, or such other date as Buyer and Sellers may agree.

"Code" means the Internal Revenue Code of 1986, as amended.

"Crossroads Amount" means the aggregate amount, if any, paid prior to the Closing by the DIP Lenders or Sellers to Crossroads LLC.

"Cure Amount" means the amount, but in no event more than three million five hundred thousand dollars (\$3,500,000), necessary to cure defaults by Sellers prior to the Closing Date under the Assumed Theatre Leases (other than the New Build Theatre Leases) and Assumed Contracts (other than Supplemental Contracts not excluded by Buyer from Purchased Assets pursuant to Section 5.21 hereof) as so determined by the Bankruptcy Court pursuant to Assumption and Assignment Orders with respect thereto.

"Cut-Off Date" means May 18, 2001 or such other date that Buyer and Sellers may agree in writing; provided, that Buyer may, in its sole discretion, extend the Cut-Off Date to May 25, 2001.

"DIP Lenders" means the parties from time to time constituting Lenders under the Foothill Loan Agreement.

"DIP Loan Amount" means the aggregate principal amount, on the applicable date of determination, of the loan made to Sellers by the DIP Lenders pursuant to the Foothill Loan Agreement.

"DIP Loan Reduction" means the excess, if any, of (i) the sum of (a) \$34,428,000 plus (b) the Interest Adjustment, over (ii) the sum of (a) the DIP Loan Amount as of the Closing Date, together with any accrued and unpaid interest thereon and (b) any unpaid fees of Sellers' professionals within the Professional Fee Carve-Out; provided, that if Buyer elects to extend the Cut-Off Date to May 25, 2001, the number in clause (i) of this definition shall be increased to the sum of (a) \$35,382,000 plus (b) the Interest Adjustment.

"Domain Names" means the names "landmark-theatres.com", "landmark-theaters.com", "landmark-theatre.com", "landmark-theater.com", "landmarktheatres.com", "landmarktheaters.com", "landmarktheatre.com", "landmarktheater.com", "silvercinemasinc.com" and "movienet.com".

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Fee Owned Properties" means the five parcels of real estate owned by Sellers in fee, which parcels are identified by their commonly used names: the Guild 45th Theatre in Seattle, Washington; the Crest Theatre in Seattle, Washington; the Seven Gables Theatre in Seattle, Washington; the Budget North Theatre in Milwaukee, Wisconsin; and the Budget South Theatre in Greenfield, Wisconsin.

"Foothill Loan Agreement" means the Loan and Security Agreement, dated as of June 2, 2000, as amended by the Forbearance Agreement, among Sellers, the Lenders (as defined therein) and Foothill Capital Corporation, as arranger and administrative agent.

"Forbearance Agreement" means the Forbearance Agreement and Amendment No. 1 to Loan Agreement, dated as of November 8, 2000.

"Hazardous Materials" means any material or substance (A) which is defined as a "hazardous waste" under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (B) which is defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (C) which is defined as a hazardous or toxic substance or waste in any statute, regulation or ordinance adopted by the state in which any of the Leased Real Estate or the Fee Owned Properties is located or its agencies or political subdivisions; (D) which is petroleum; (E) which is asbestos; (F) which is designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); or (G) the presence of which on a property is prohibited by any legal requirement of any governmental authority or which may give rise to a lien for the benefit of a governmental authority; and which, under the circumstances and quantities in which any of the foregoing may be found, requires remediation.

"Hazardous Materials Contamination" means the contamination (whether presently existing or hereafter occurring) of any of the Leased Real Estate or the Fee Owned Properties, and improvements thereon, facilities, soil, ground water, air or other elements on, or

of, the Leased Real Estate or the Fee Owned Properties by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from any of the Leased Real Estate or the Fee Owned Properties.

"Interest Adjustment" means the excess of (i) the amount of interest that would have accrued under the Foothill Loan Agreement during the period commencing on May 1, 2001 and ending on, but not including, the Closing Date had the rate of interest chargeable thereunder equaled the Adjusted Non-Default Rate, over (ii) the excess of (A) the interest actually charged under the Foothill Loan Agreement during the period commencing on the Sale Order Date and ending on April 30, 2001, over (B) the amount of interest that would have been charged under the Foothill Loan Agreement during the period described in clause (A) had the rate of interest charged thereunder equaled the Adjusted Non-Default Rate.

"Leased Real Estate" means the premises covered by the Assumed Theatre Leases.

"Lien" means any lien, statutory lien, judicial lien, pledge, mortgage, security interest, charge, encumbrance, easement, right of way, covenant, claim, restriction, right, option or conditional sale or other title retention agreement.

"Modified Theatre Leases" means the existing Theatre leases identified on Exhibit C hereto as modified in accordance with the proposed modified terms and conditions listed on Exhibit C hereto or as otherwise acceptable to Buyer.

"Multiemployer Plan" means any multiemployer plan as defined in Section 3(37) of ERISA.

"New Build Amount" means the amount which Buyer specifies to Sellers at the time it notifies Sellers of its decision to assume any of the New Build Theatre Leases (other than the Bethesda Lease) is the maximum amount that Buyer is willing to pay to cure defaults in connection with an Assumption and Assignment Order for such New Build Theatre Lease.

"New Build Theatres" means those Theatres located at the addresses set forth on Exhibit E hereto.

"New Build Theatre Leases" means the leases for the New Build Theatres which Buyer has notified Sellers as of the Transfer Date that it wishes to have transferred to it.

"Partnership Interests" means the interests in the partnerships listed on Exhibit D hereto.

"Pension Plan" means any pension plan, as defined in Section 3(2) of ERISA, applied without regard to the exceptions from coverage contained in Sections 4(b)(4) or 4(b)(5) thereof.

"Permanent Financing Order" has the meaning given to that term in the Foothill Loan Agreement.

"Permitted Deductions" means the sum of (i) \$678,841, (ii) the Crossroads Amount, (iii) the out of pocket closing expenses of Sellers approved by the DIP Lenders as contemplated by Section 5.4(a) of the Forbearance Agreement prior to Closing, (iv) an amount equal to the excess of (A) the interest actually charged under the Foothill Loan Agreement during the period commencing on the Sale Order Date and ending on, but not including, the Closing Date, over (B) the amount of interest that would have been charged under the Foothill Loan Agreement during the period described in clause (A) had the rate of interest charged thereunder equaled the Adjusted Non-Default Rate, plus (v) an amount equal to one-half of the Sale-Related Fees.

"Permitted Encumbrances" means (i) Liens for current Taxes not yet delinquent or Taxes which are not yet due and payable or which are being contested in good faith and (ii) such Liens and imperfections of title, if any, as are not substantial in character, amount or extent and do not impair the use or occupancy of a property.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, governmental authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Plan" means any Pension Plan or Welfare Plan.

"Professional Fee Carve-Out" shall have the meaning set forth in the Permanent Financing Order, as modified by the Forbearance Agreement and Settlement Agreement.

"Purchased Assets" means all of Sellers' right, title and interest in and to any of the assets of the Sellers used in or pertaining to the Business, including the following: (i) the Assumed Theatre Leases, all of Sellers' rights as lessee thereunder and all of Sellers' rights to enforce Support Obligations related thereto; (ii) all Sellers' rights under the Assumed Contracts; (iii) all leasehold improvements situated in or on the premises subject to Assumed Theatre Leases to the extent owned by Sellers; (iv) all of the furniture, fixtures, furnishings, machinery, spare parts, supplies, equipment and other tangible personal property owned by Sellers and located at the Leased Real Estate or the Fee Owned Properties; (v) the Books and Records; (vi) all inventory at, or pre-paid expenses relating to, the Theatres located on or at the Leased Real Estate or the Fee Owned Properties; (vii) all software, licensed software, computer and other hardware owned, leased or licensed by Sellers used in connection with the Business; (viii) telephone numbers for Theatres which are located on or at the Leased Real Estate or the Fee Owned Properties; (ix) the trademarks or the tradenames "Landmark", "Landmark Theatres", "Landmark Cinemas", "Silver Theatres" or "Silver Cinemas" or any variation thereof, (x) the Domain Names, (xi) any of the Partnership Interests which Buyer has notified Sellers at any time prior to the close of business on the Transfer Date that it wishes to have transferred to it, (xii) all cash, cash equivalents and the cash proceeds of receivables of Sellers as of the Closing Date, and (xiii) all Fee Owned Properties; provided that, the Purchased Assets shall not include (A) any Theatre lease listed on Exhibit B, C or E or executory contract or lease of personal property listed on Exhibit A hereto specifically excluded in writing by Buyer on or prior to the Transfer Date from the Purchased Assets, (B) any other assets specifically excluded in writing by Buyer prior to the Closing Date, or (C) any Books and Records or other assets

described above in this definition that specifically relate the assets excluded by Buyer as described in clause (A) or clause (B) above.

"Sale Order" means the order or orders entered by the Bankruptcy Court approving (i) the sale pursuant to this Agreement of the Purchased Assets free and clear of Liens, other than Permitted Encumbrances and (ii) the exemption of such sale from any stamp, transfer or similar taxes based upon or arising out of the transfer of the Purchased Assets or the delivery of any instrument of transfer under this Agreement, the form and content of such order(s) to be satisfactory to Buyer.

"Sale Order Date" means the date of entry of the Sale Order by the Bankruptcy Court.

"Settlement Agreement" means the Settlement Agreement among Sellers, Foothill Capital Corporation, as agent under the Foothill Loan Agreement, and the Official Committee of Unsecured Creditors, dated as of December 5, 2000.

"Severance Plan" means the Severance Plan attached as Exhibit B to the Revised Third Interim Order Regarding Debtors' Motion for Approval of Employee Incentive Plans and Assumption of Employment Agreements, Docket No. 561.

"Stegla Agreement" means the agreement, dated June 11, 1999, between The Stegla Group and Landmark.

"Street" means Street Retail, Inc.

"Sunshine" means Sunshine Theatre, Inc.

"Sunshine Agreements" means the (i) Sunshine Sublease Agreement, (ii) the Stegla Agreement and (iii) any other related executory contracts integral thereto.

"Sunshine Settlement Agreement" mean the Provisional Settlement Agreement (Sunshine Theatre, Inc.), dated as of March 20, 2001, between Sellers and Sunshine, as amended by Sellers and Sunshine as set forth orally before the Bankruptcy Court during the course of a hearing on April 12, 2001 to allow for, *inter alia*, the assumption of the Sunshine Sublease Agreement on or before May 3, 2001.

"Sunshine Sublease Agreement" means the Sublease Agreement, dated October 28, 1998, between Sunshine Theatre, Inc. and Landmark.

"Supplemental Contract Amount" means the aggregate amount necessary to cure defaults by Sellers prior to the Closing Date under those Supplemental Contracts not excluded by Buyer from Purchased Assets pursuant to Section 5.21 hereof, as so determined by the Bankruptcy Court pursuant to Assumption and Assignment Orders with respect thereto.

"Tax Returns" means any return, report, information return or other document (including any related or supporting information) filed or required to be filed with any governmental body in connection with the determination, assessment or collection of any Tax or

other administration of any laws, regulations or administrative requirements in relation to any Tax.

"Taxes" means for all purposes of this Agreement all taxes, charges, fees, levies or other assessments however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any governmental body, including, without limiting the generality of the foregoing, all net income, gross income, payroll, withholding, unemployment insurance, social security, sales, use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, worker's compensation, ad valorem profits, license, employment, estimated, severance and other taxes, customs, duties, fees, assessments or charges of any kind whatever; and **"Tax"** shall mean any one of them.

"Theatre" means any building and related improvements containing one or more movie screens that is operated by Sellers as a movie theatre.

"Transfer Date" means May 4, 2001; provided, that if the Bankruptcy Court schedules the hearing on the Assumption and Assignment Order for a day during the period between May 17 and May 22, 2001, inclusive, and Buyer has elected to extend the Closing Date to May 25, 2001, the Transfer Date shall be May 9, 2001; provided further, that the Transfer Date for the Bethesda Lease and the Sunshine Sublease Agreement shall be May 1, 2001.

"Welfare Plan" means any welfare plan, as defined in Section 3(1) of ERISA, applied without regard to the exceptions from coverage contained in Sections 4(b)(4) or 4(b)(5) thereof.

1.2 **Other Defined Terms.** The following terms shall have the meanings assigned in the respective Sections referenced below:

<u>Term</u>	<u>Section</u>
Agreement	Heading
Apportionment Date	5.8(a)
Assumed Liabilities	2.2(a)
Auction	Recital D
Bankruptcy Court	Recital C
Bidding Procedures Order	Recital D
Break-Up Fee	5.16
Business	Recital A
Buyer	Heading
Claim	7.5(a)
Chapter 11 Cases	Recital C
Closing	3.1
Committee's Subject Fees	2.1
Cure Cap	6.3(g)
Deposit	2.4(a)
Effective Date	5.7(a)
Escrow Agent	2.4

Excluded Liabilities	2.3
Executives	6.3(h)
Exhibition Fees	5.8(a)(v)
Purchase Price	2.1
Proceeding	7.4(d)
Sale-Related Fees	2.1
Seattle Agreement	4.2(j)
Sellers	Heading
Sellers' Subject Fees	2.1
Supplemental Contracts	5.24(a)
Support Obligations	2.2(c)
Transferring Employees	5.7(a)
Utilities	5.8(a)(iii)

ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale. On the terms and subject to the conditions herein, on the Closing Date, Sellers will sell, assign, transfer and deliver to Buyer, and Buyer will purchase and accept from Sellers, all of the right, title and interest of Sellers in, to and under the Purchased Assets for (i) a purchase price equal to the excess of (x) the sum of (A) Thirty-Six Million Two Hundred Forty-Eight Thousand Dollars (\$36,248,000), (B) the Cure Amount, (C) the New Build Amount, if any, (D) the Bethesda Amount, if any, (E) the Supplemental Contract Amount, if any, (F) the Interest Adjustment, plus (G) if, and only if, Buyer elects in its sole and absolute discretion to extend the Cut-Off Date to May 25, 2001, \$954,000 over (y) the sum of (A) the DIP Loan Reduction, (B) the Assumed Severance Obligations to the extent assumed by Buyer hereunder plus (C) the Crossroads Amount, and (ii) the assumption of the Assumed Liabilities ((i) and (ii) together, the "Purchase Price"). The Purchase Price (less the amount of the Deposit which will be credited against the Purchase Price) shall be payable in full in cash at the Closing; provided, that the amount of \$240,000 of the Purchase Price shall be set aside and used to pay (a) the fees and expenses of Sellers' professionals for services rendered in connection with the process by which the assets of Sellers were to be sold, whether such fees and expenses were incurred prior to, on or after the date hereof (the "Sellers' Subject Fees"), and (b) the fees and expenses of the professionals of the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases for services rendered in connection with the auction conducted on April 11, 2001 and sale hearings on April 12 and 13, 2001 (the "Committee's Subject Fees"), which Committee's Subject Fees shall not exceed \$15,000 (the Sellers' Subject Fees and the Committee's Subject Fees together, the "Sale-Related Fees").

2.2 Assumption of Certain Liabilities; Rights Granted.

(a) At, and effective as of, the Closing Date, Buyer shall accept, assume and comply with all liabilities and obligations of Sellers under the Assumed Theatre Leases and the Assumed Contracts, as provided in the Assumption and Assignment Orders for each (collectively, the "Assumed Liabilities"). The Assumed Liabilities shall include only the obligations and liabilities of Sellers under the Assumed Theatre Leases and the Assumed Contracts which Buyer is required to accept, assume and comply with pursuant to an Assumption

and Assignment Order. Following the Closing, Buyer shall perform and satisfy, and shall be solely responsible for, the Assumed Liabilities, and waives any right to seek reimbursement from Sellers or any of their affiliates for or on account of the Assumed Liabilities.

(b) Upon Closing, Buyer shall have the right to enforce all of the rights, privileges and benefits of Sellers under the Assumed Theatre Leases and Assumed Contracts and, unless the Assumption and Assignment Orders provide to the contrary, Sellers shall have no further obligations thereunder.

(c) Upon Closing, Buyer shall also have all rights of Sellers under any indemnification, contribution or co-payment provision, guarantee, surety or other agreement given to Sellers under or with respect to any of the Assumed Theatre Leases and Assumed Contracts (the "Support Obligations").

2.3 Excluded Liabilities. Other than the Assumed Liabilities or as otherwise assumed by Buyer under Section 5.7(b) and (c), Buyer does not assume, and shall in no event be liable for, any liabilities, debts or obligations of Sellers, whether accrued, absolute, matured, contingent or otherwise, including, without limitation, (i) any Lien attaching to the Purchase Price as the proceeds of the sale of the Purchased Assets and (ii) any liability for Taxes of any Seller for any period prior to the Closing Date or any Taxes with respect to the conveyance of the Purchased Assets to Buyer (those liabilities which are not Assumed Liabilities, the "Excluded Liabilities").

2.4 Deposit.

(a) If this Agreement is approved by the Bankruptcy Court, Buyer shall make a deposit (the "Deposit") in the amount of \$1,000,000 on or before April 20, 2001. The Deposit shall be maintained in an interest-bearing escrow account maintained by a third party mutually acceptable to Sellers and Buyer; provided, that if Buyer and Sellers are unable to agree upon a mutually acceptable third party, the Deposit shall be held in escrow by State Street Bank & Trust Company. At the Closing, the Deposit and any interest earned thereon shall be credited against the Purchase Price.

(b) The parties hereby agree that it is impossible to determine accurately the amount of damages that Sellers would suffer if the transactions contemplated herein were not consummated as a result of certain violations of this Agreement by Buyer. As a result, notwithstanding anything in this Agreement to the contrary, the parties hereby agree that (i) in the event of a termination of this Agreement by Sellers pursuant to Section 7.1(a)(iv) hereof as the result of a material breach by Buyer that has not been substantially cured within five (5) days after notice from Sellers, Buyer shall be obligated to pay liquidated damages in the amount of the Deposit together with any interest earned thereon, and (ii) such liquidated damages shall be the sole and exclusive remedy of Sellers against Buyer by reason of such termination. Accordingly, if liquidated damages are payable hereunder, the Escrow Agent shall deliver to Sellers the Deposit, together with and any interest earned thereon, within one (1) business day after termination. If this Agreement is terminated after payment of the Deposit for any reason other than default by Buyer, the Deposit and any interest earned thereon shall be returned to Buyer within one (1) business day after termination.

**ARTICLE III
CLOSING**

3.1 Closing. The closing of the transactions contemplated herein (the "Closing") shall take place as of 8:00 a.m., New York time, on the Closing Date at the offices of Paul, Weiss, Rifkind, Wharton & Garrison, 1285 Avenue of the Americas, New York, New York 10019-6064, unless the parties hereto otherwise agree.

3.2 Buyer's Deliveries at the Closing. At the Closing, Buyer will deliver, or cause to be delivered, to Sellers the following:

(a) a payment, by one or more wire transfers to such bank accounts designated in writing by Sellers (such designation to be made at least two (2) business days prior to the Closing Date) in immediately available funds, in an amount equal to the Purchase Price less the amount of the Deposit and any interest earned thereon;

(b) all such executed agreements and other instruments as may be reasonably required by Sellers for the effective assumption by Buyer of the Assumed Liabilities together with such instruments and certificates as may be reasonably required by Sellers to carry out the parties' intent under this Agreement;

(c) a certificate of a duly authorized officer of Buyer, certifying to the matters set forth in Section 6.2(a) hereof;

(d) a certificate of a duly authorized officer of Buyer, certifying as to the organization documents of Buyer, the due authorization of this Agreement and the transactions contemplated hereby by Buyer and incumbency of officers of Buyer executing this Agreement and related agreements; and

(e) all other documents, instruments and writings to be delivered by Buyer at or prior to the Closing pursuant to this Agreement.

3.3 Sellers' Deliveries at the Closing. At the Closing, Sellers will deliver, or cause to be delivered, to Buyer the following:

(a) all appropriate bills of sale, assignments, special or limited warranty deeds and other transfer documents as may be reasonably required by Buyer to validly transfer title to the Purchased Assets to Buyer, together with such instruments and certificates as may be reasonably required by Buyer to carry out the parties' intent under this Agreement;

(b) a certificate of a duly authorized officer of Sellers, certifying to the matters set forth in Section 6.3(a) hereof;

(c) a certificate of a duly authorized officer of each of Sellers, certifying as to organizational documents of each Seller, the due authorization of this Agreement and the transactions contemplated hereby by each of Sellers and the incumbency of the officers of each Seller executing this Agreement and related documents;

- (d) an entered copy of the Sale Order;
- (e) an entered copy of an Assumption and Assignment Order or Orders relating to each of the Assumed Liabilities; and
- (f) all other documents, instruments and writings to be delivered by Sellers at or prior to the Closing pursuant to this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties by Buyer. Buyer represents and warrants to, and agrees with Sellers, as follows:

(a) Organization of Buyer. Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has full organizational power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets.

(b) Authorization. Buyer has all necessary organizational power and authority and has taken all organizational action necessary to enter into this Agreement, to purchase the Purchased Assets from Sellers, and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Buyer and is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(c) No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby by Buyer will result in (i) a violation of or a conflict with any provision of the charter or bylaws or other organizational documents of Buyer, (ii) a breach of or a default under any contract to which Buyer is a party or by which Buyer is bound, or (iii) a violation by Buyer of any law, rule, regulation, order, judgment, or award, which violation would adversely effect Buyer's ability to consummate the transactions contemplated hereby.

(d) Governmental Consents and Approvals. Except for any requisite filings under the HSR Act, no consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority, is required to be made or obtained by Buyer that has not been obtained or made in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(e) No Brokers. Neither Buyer nor any affiliate of Buyer has entered into any contract, agreement or arrangement, which will result in the obligation of Sellers to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

(f) Available Funds. As of the Closing, Buyer shall have sufficient cash (and will have provided Sellers with evidence thereof) to pay the Purchase Price and to make all necessary payments of fees and expenses in connection with the transactions contemplated by this Agreement. In addition, Buyer is (i) financially solvent, (ii) will have, as of the Closing, the

financial capability to consummate and perform the transactions contemplated by this Agreement, and (iii) will have, as of the Closing, the financial capability to duly and timely perform and discharge the Assumed Liabilities.

(g) AS IS Sale. Buyer understands that, except as specifically set forth in this Agreement, Sellers make no representation or warranty, expressed or implied and that the Purchased Assets being transferred to Buyer are to be conveyed hereunder "AS IS, WHERE IS" on the Closing Date, and in their then present condition.

(h) Disclaimer of Other Representation. Except as set forth in this Section 4.1, Buyer makes no representations or warranties, expressed or implied, to Sellers in connection with the transactions contemplated hereby.

4.2 Representations and Warranties by Sellers. Sellers represent and warrant to, and agrees with Buyer, as follows:

(a) Organization. Each Seller is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has full corporate power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets.

(b) Authorization. Subject to the approval of the Bankruptcy Court, each Seller has all necessary power and authority and has taken all corporate action necessary to enter into this Agreement, to sell the Purchased Assets to Buyer, and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by each Seller and is a legal, valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms.

(c) No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby by Sellers will result in (i) a violation of or a conflict with any provision of the charter or bylaws or other organizational documents of any Seller, (ii) assuming the Sale Order and the Assumption and Assignment Order are entered by the Bankruptcy Court, a breach of or a default under any Assumed Contract or Assumed Theatre Lease or (iii) assuming the Sale Order and the Assumption and Assignment Order are entered by the Bankruptcy Court, to the Actual Knowledge of Sellers, a violation by any Seller of any law, rule, regulation, order, judgment, or award or any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which any Seller is a party or by which any Seller is bound, which violation would have a material adverse effect on any Seller's ability to consummate the transactions contemplated hereby.

(d) Governmental Consents and Approvals. As of the Closing Date, Sellers shall have made or obtained all consents, approvals or authorizations of, or declarations, filings or registrations with, any governmental or regulatory authority, required to be made or obtained by Sellers prior to the Closing Date in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(e) Title to Properties. Sellers have good and marketable title to or a valid leasehold interest in all of the Purchased Assets and, at the Closing, upon payment of the Purchase Price to Sellers, Buyer will acquire good and marketable title to or a valid leasehold interest in the Purchased Assets free and clear of all Liens except for Permitted Encumbrances.

(f) Compliance with Laws. Except as would not be materially adverse to the Purchased Assets or of the portion of the Business relating thereto, to the Actual Knowledge of Sellers:

(A) Except for Theatres owned or leased by Sellers which may not comply in all respects with the Americans with Disabilities Act and for any seismic work required to be performed at the California Theatre 3, Sellers are in compliance in all material respects with all laws applicable thereto, including without limitation, all laws relating to health, safety, fire, conditions of employment, equal opportunity, environmental matters, advertising, consumer rights and Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Immigration Reform and Control Act of 1986, the Family Medical Leave Act, and all applicable local, state and federal laws, rules and regulations governing occupational safety and health requirements and payment of minimum wages and overtime rates,

(B) none of Sellers is at present charged with or, to the Actual Knowledge of Sellers, threatened with any charge concerning, or under any investigation with respect to, any violation of any law, and

(C) none of Sellers is in violation of or in default under, and to the Actual Knowledge of Sellers, no event has occurred which, with the lapse of time or the giving of notice or both, would result in the violation of or default under, the terms of any judgment, decree, order, injunction or writ of any court or other governmental authority, except that the Department of Justice is currently investigating the movie theatre industry but not specifically Sellers.

(g) Approvals. To the Actual Knowledge of Sellers, Sellers have all material Approvals required for the operation of the Business and the use of their properties and assets that constitute part of the Business, as currently operated, used, owned or leased and such Approvals are valid and in full force and effect. To the Actual Knowledge of Sellers, there is no proceeding or action pending or threatened that disputes the validity of any such Approval or that is likely to result in the revocation, cancellation or suspension, or any adverse modification of any such Approval.

(h) Tax Matters. To the Actual Knowledge of Sellers:

(A) each Seller has, within the time and in the manner prescribed by law, filed all material federal, state and local Tax Returns (as hereinafter defined) required to be filed in respect of any Taxes, each Seller has timely paid prior to delinquency all Taxes (whether or not shown on such Tax Returns) that are to be due and payable prior to such time, or established on the appropriate books and records reserves that are adequate therefor, and such Tax Returns are true, complete and correct in all material respects, all withholding Tax

requirements imposed on or with respect to each Seller have been or will be satisfied in all material respects, and no penalty, interest or other charge is or will become due with respect to the late filing of any such Tax Return or late payment of any such Tax;

(B) no material deficiencies, assessments, claims or audit adjustments have been proposed, assessed or asserted in writing against any Seller with regard to Taxes; except for (i) the statutory extensions for New York State sales and use taxes and (ii) certain audits that are currently in progress;

(C) there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any claim for Taxes or assessment of Taxes with respect to any Seller for any period; and

(D) except as set forth on Schedule 4.2(h)(D), there are no material Liens for Taxes upon the Purchased Assets except for statutory Liens for Taxes not yet due.

(i) Assumed Theatre Leases: Leased Real Estate and the Fee Owned Properties.

(A) Sellers have had the opportunity to review true and correct copies of the Assumed Theatre Leases and all amendments and other material agreements relating thereto. To the Actual Knowledge of Sellers, all such Assumed Theatre Leases are in full force and effect and, except for subleases and concessions included in the documents provided for review, there are no leases, licenses, concessions or any other agreements giving anyone other than Sellers a right to use or occupy premises or any part thereof to which the Assumed Theatre Leases relate. Assuming the Sale Order and the Assumption and Assignment Orders are entered, there will exist no material breach or default under the Assumed Theatre Leases by Sellers, nor, to the Actual Knowledge of Sellers, is there any breach or default by any other parties thereto.

(B) To the Actual Knowledge of Sellers, the buildings, driveways and all other structures and improvements upon the Leased Real Estate and the Fee Owned Properties are all within the boundary lines of such property or have the benefit of valid easements and there are no encroachments thereon that would adversely affect in any material respect the value of such Leased Real Estate and the Fee Owned Properties or the use thereof.

(C) Except as set forth on Schedule 4.2(i)(C), to the Actual Knowledge of Sellers, no Hazardous Materials are located on the Leased Real Estate and the Fee Owned Properties in material violation of applicable environmental laws and the Leased Real Estate and the Fee Owned Properties have never been used as a manufacturing, storage or dumpsite for Hazardous Materials in material violation of applicable environmental laws, nor are the Leased Real Estate and the Fee Owned Properties affected by any Hazardous Materials Contamination in material violation of applicable environmental laws. To the Actual Knowledge of Sellers, except as set forth in Schedule 5.14 to the Foothill Loan Agreement, no property adjoining the Leased Real Estate and the Fee Owned Properties has ever been used as a manufacturing, storage or dump site for Hazardous Materials nor is any such adjoining property affected by Hazardous Materials Contamination and there are no underground gasoline, oil or other storage tanks at any

of the Leased Real Estate and the Fee Owned Properties in material violation of applicable environmental laws.

(D) To the Actual Knowledge of Sellers, neither the whole nor any portion of the Leased Real Estate and the Fee Owned Properties is subject to any governmental decree or order to be sold or is being condemned, expropriated, or otherwise taken by any public authority with or without payment of compensation therefor, nor has any such condemnation, expropriation to taking been proposed.

(j) Labor Difficulties. To the Actual Knowledge of Sellers:

(A) Sellers are in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and are not engaged in any unfair labor practice;

(B) except for those made available to Buyer, no collective bargaining agreement is binding on Sellers;

(C) there is no unfair labor practice complaint against Sellers pending before the National Labor Relations Board;

(D) there is no labor strike, dispute, slowdown or stoppage or labor negotiations actually pending or threatened against or affecting Sellers except that Sellers are currently negotiating a new collective bargaining agreement with the union representing motion picture projectionists in the Seattle area (the "Seattle Agreement");

(E) no labor union representation question exists respecting the employees of Sellers;

(F) no grievance nor any arbitration proceeding arising out of or under collective bargaining agreements is pending and no claim therefor exists;

(G) none of Sellers has experienced any work stoppage in the last three years; and

(H) since February 15, 2001, Sellers have not laid off or terminated more than 10 full-time employees at any one site of employment.

(k) ERISA and Benefits. To the Actual Knowledge of Sellers, Sellers have no material liability of any kind whatsoever, whether direct, indirect, contingent or otherwise, on account of any violation of the health care requirements of Part 6 of Title I of ERISA or Section 4980B of the Code. Except for contributions required under existing collective bargaining agreements, to the Actual Knowledge of Sellers, none of Sellers have or, as a result of the transactions contemplated by this Agreement, will have an outstanding liability in respect of a Multiemployer Plan maintained or contributed to in connection with the Business for (a) a failure to make a required contribution or payment or (b) a complete or partial withdrawal under Section 4203 or 4205 of ERISA.

(l) Litigation. To the Actual Knowledge of Sellers, there is no material action, claim, cause of action, proceeding, suit or investigations pending or, to the Actual Knowledge of Sellers, threatened, against Sellers or any of their respective assets, properties or rights, before any court, arbitrator or other governmental authority. To the Actual Knowledge of Sellers, none of Sellers is subject to any judgment, order or decree entered in any lawsuit or proceeding which may have an adverse effect on the Business or on its ability to acquire any property or conduct the Business in any area.

(m) Buildings and Equipment. Except as set forth on Schedule 4.2(m) and for any seismic work required to be performed at the California Theatre 3, to the Actual Knowledge of Sellers, Sellers have not received notification that any of Sellers is in material violation of any applicable building, zoning, health or other law, ordinance or regulation in respect of their operations.

(n) Contracts. Sellers have allowed Buyer an opportunity to review true and correct copies of all Assumed Contracts and all amendments thereto. Assuming the Sale Order and the Assignment and Assumption Orders are entered, none of Sellers will be in breach or default in any material respect under any Assumed Contract and, to the Actual Knowledge of Sellers, no other party to any Assumed Contract is in violation or breach thereof. To the Actual Knowledge of Sellers, no Seller is a party or subject to any agreement, contract or commitment, which will be binding on Buyer, limiting or restraining Sellers from engaging in any aspect of the Business or from competing with any business or entity.

(o) No Brokers. None of Sellers nor any of their affiliates has entered into any contract, agreement or arrangement which will result in the obligation of Buyer to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

(p) Fee Owned Properties.

(A) Sellers have good and marketable title in fee simple to the Fee Owned Properties owned by them, free and clear of any Lien other than Permitted Encumbrances. To the Actual Knowledge of Sellers, any improvements on the Fee Owned Properties and the operations therein conducted presently conform in all material respects to all building and zoning laws, ordinances and administrative regulations, except for possible nonconforming uses or violations that do not and will not materially interfere with the present use, operation or maintenance thereof by Sellers as now used, operated or maintained or access thereto. To the Actual Knowledge of Sellers, no national, state or local association or board of insurance underwriters has noted any material uncured violation of any applicable codes or rules with respect to the buildings, structures, improvements and fixtures comprising or pertaining to the Fee Owned Properties; and, except as set forth on Schedule 4.2(p)(A), when delivered, all such buildings, structures, improvements and fixtures are in good operating condition and repair excepting reasonable wear and tear and physical defects which do not and will not materially interfere with or impair the present and continued use and operation thereof in the usual and normal conduct of the Business.

(B) Except as disclosed on Schedule 4.2(p) and to the Actual Knowledge of Sellers, the buildings, driveways and all other structures and improvements upon the Fee Owned Properties are all within the boundary lines of such property or have the benefit of valid easements and there are no encroachments thereon that would adversely affect in any material respect the value of such Fee Owned Properties or the use thereof.

(C) Except as disclosed on such Schedule 4.2(p) and to the Actual Knowledge of Sellers, (i) all public utilities required for the operation of the Fee Owned Properties either enter the Fee Owned Properties through adjoining public streets or, if they pass through adjoining private land, do so in accordance with valid public or private easements that will inure to the benefit of Buyer, and (ii) except as to the Fee Owned Property commonly known as the Budget North Theatre, all the public utilities are installed and operating and all installation and connection charges are paid in full.

(D) To the Actual Knowledge of Sellers, no Fee Owned Properties are in violation of any statutes, rules or regulations governing earthquake and seismic reinforcement.

(q) Theatre Leases. The Theatre leases listed on the Exhibits hereto as of April 23, 2001 represent all of Sellers' Theatre leases as of such date.

(r) No Excess Fees. Sellers have not paid any fees and expenses to Sellers' professionals for services rendered in excess of the Professional Fee Carve-Out.

(s) Severance Reduction. Provided that they have each executed counterparts of the form of side letter attached hereto as Exhibit E, each of Larry Hohl, Michael Mullen and Tom Andrus has agreed to an aggregate reduction of \$114,000 in the severance payments they would otherwise be entitled to under the Severance Plan upon their termination of employment by Sellers.

ARTICLE V COVENANTS

5.1 Actions of Sellers and Buyer and Conduct of Business Before the Closing Date.

(a) Sellers shall not take any action which shall cause them to be in breach in any material respect of any representations, warranties, covenants or agreements contained in this Agreement.

(b) Without the prior written consent of Buyer, between the date hereof and the Closing Date, Sellers shall not, except as required or expressly permitted pursuant to the terms hereof, make any material change in the conduct of the Business or enter into any transaction other than in the ordinary course of business consistent with past practice and shall continue to conduct the Business relating to the Purchased Assets and/or the Assumed Liabilities in the ordinary course consistent with past practice with respect to the Business relating to the Purchased Assets and/or the Assumed Liabilities, including paying its obligations and liabilities in the ordinary course of business consistent with past practice. Prior to the Closing, Sellers shall confer, to the extent reasonably practicable, with Buyer on a regular basis and report on

significant operational matters and material decisions affecting the Business relating to the Purchased Assets and/or the Assumed Liabilities. Sellers shall use their reasonable best efforts to preserve substantially intact the Business relating to the Purchased Assets and shall consult with Buyer concerning material matters relating to the operation of the Business relating to the Purchased Assets and/or the Assumed Liabilities and matters which may affect the Business after the Closing.

(c) Without limiting the generality of the foregoing, Sellers will not, with respect to the Business relating to the Purchased Assets and/or the Assumed Liabilities without the express prior written consent of Buyer (as per the notice provisions in Section 7.3 hereof):

- (i) grant any material salary increase to any employee other than regularly scheduled increases, cost of living increases or increases required by collective bargaining agreements;
- (ii) enter into any new, or amend or alter any existing, bonus, incentive compensation, profit sharing, retirement, pension, group insurance, death benefit or other fringe benefit plan, trust agreement or arrangement adopted by it with respect to its employees, or any employment or consulting agreement;
- (iii) terminate any existing employee benefit plan;
- (iv) establish, adopt, enter into or amend any collective bargaining agreement, except (i) as required by law or (ii) the Seattle Agreement, provided that it shall not be expressly binding upon any successor to the Business;
- (v) change its accounting methods, principles or practices in any material respect;
- (vi) revalue any of the assets included in the Purchased Assets;
- (vii) enter into any agreement relating to the Business which will be expressly binding upon Buyer;
- (viii) except as authorized by Buyer or as provided in this Agreement file any motion to assume, assume and assign, or reject any lease or executory contract under Sections 365 of the Bankruptcy Code with respect to any of the Purchased Assets; and if any such motion has been or is hereafter filed by a third party, Seller will promptly give Buyer notice of such motion, will not object to Buyer's participation as a party in interest in the motion, will oppose the relief requested in the motion and will not agree to any settlement or other disposition of the motion without Buyer's approval, which will not be unreasonably withheld;
- (ix) except as authorized by Buyer or as provided in this Agreement, permit (whether by any action of Sellers or otherwise) the rejection or termination of (A) any Sunshine Agreement prior to May 3, 2001, (B) any New Build Theatre Lease prior to the Transfer Date (other than, with respect to the Bethesda Lease,

as provided in the Bethesda Settlement Agreement) or (C) prior to the Closing Date, any Assumed Contract or Assumed Theatre Lease;

(x) fail to give Buyer notice promptly after obtaining knowledge of any motion by a third party under sections 362 or 363 of the Bankruptcy Code which relates to Purchased Assets or the Business, and will oppose the relief requested in the motion and will not agree to any settlement or other disposition of the motion without Buyer's approval, which will not be unreasonably withheld;

(xi) grant any Lien on any Purchased Asset (whether tangible or intangible);

(xii) other than the disposition of obsolete or damaged Purchased Assets that individually and in the aggregate are not material to the operation of the Business, take any actions to lease, license, or otherwise surrender, relinquish, encumber, or dispose of any Purchased Assets which action materially and adversely affects the value of the Purchased Assets; or

(xiii) fail to fully and timely perform their respective obligations under the Assumed Contracts and Assumed Theatre Leases which failure materially and adversely affects the value of the Purchased Assets.

5.2 Consents and Approvals. Sellers shall use their reasonable best efforts to obtain all necessary and material consents, waivers, authorizations and Approvals of all governmental authorities, and of all other persons, firms or corporations required to be obtained by Sellers in connection with the execution, delivery and performance by it of this Agreement. In addition, Sellers shall use their reasonable best efforts to have transferred to Buyer, to the extent such transfer is required or permitted by applicable law, all material Approvals relating to the Purchased Assets.

5.3 Access to Properties and Records. Sellers shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, reasonable access during normal business hours throughout the period prior to the Closing Date to all Books and Records. Sellers shall also afford Buyer full access to the Business, all operations of the Business and to all Purchased Assets throughout the period prior to the Closing Date.

5.4 Further Assurances.

(a) Upon the request of Buyer at any time after the Closing Date, Sellers shall forthwith execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as Buyer or its counsel may reasonably request to perfect title of Buyer and its successors and assigns to the Purchased Assets to transfer to Buyer any other assets of Seller that Buyer reasonably determines are necessary to conduct the Business as previously conducted or otherwise to effectuate the purposes of this Agreement.

(b) Following the Closing, (i) each Seller agrees to deliver to Buyer all mail and other documents received by such Seller which related to the Business and which from its

review should be delivered to Buyer and (ii) Buyer agrees to deliver to Sellers all mail and other documents received by Buyer which does not relate to the Purchased Assets and which from its review should be delivered to Sellers.

5.5 Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, Sellers will use their reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to consummate the transactions contemplated hereby in accordance with the terms hereof.

(b) Subject to the prior approval of the Bankruptcy Court, Sellers shall, on or prior to the Closing, only to the extent required by Section 365 of the Bankruptcy Code and the Assumption and Assignment Orders for the assumption and assignment of leases or other executory contracts, cure any and all defaults and breaches under and satisfy (or, with respect to any cure obligations that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to Buyer and the Bankruptcy Court for satisfaction from funds of Sellers or the Purchase Price) any cure obligations arising from or relating to pre-Closing periods under the Assumed Contracts and Assumed Theatre Leases so that such Assumed Contracts and Assumed Theatre Leases may be assumed by Sellers and assigned to Buyer in accordance with, and to the extent permitted by, the provisions of Section 365 of the Bankruptcy Code, the Assumption and Assignment Orders and this Agreement.

(c) Each Seller agrees that it will promptly take such actions as are reasonably intended to obtain the Bankruptcy Court's approval of the Sale Order and the Assumption and Assignment Orders, including, without limitation, demonstrating that (i) Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code, (ii) Buyer has provided adequate assurance of future performance as assignee of the Assumed Contracts and Assumed Theatre Leases and (iii) Section 363(f) of Bankruptcy Code shall apply to the sale of the Purchased Assets. In the event that a stay of the Sale Order or the Assumption and Assignment Orders is sought or any of such Orders are appealed, Sellers shall use their reasonable best efforts to oppose such request for a stay or defend any such appeal, as applicable. Buyer shall provide Sellers with all information reasonably requested by Sellers in connection with such actions.

(d) Sellers will provide Buyer with copies of all motions, applications and supporting papers prepared by Sellers (including forms of the Sale Order, the Assumption and Assignment Orders and other orders and notices to interested parties) relating to Buyer, this Agreement or the Purchased Assets prior to the filing thereof in the Bankruptcy Court, shall consult with Buyer and its counsel with respect thereto, and shall incorporate therein such changes or additions as Buyer may reasonably request. In connection with the Sale Order and any Assumption and Assignment Order, Seller shall seek and obtain Buyer's approval of such order (such approval not to be unreasonably withheld) and of any settlement of that will serve as the basis for an Assumption and Assignment Order.

(e) Sellers shall give appropriate notice, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings or other proceedings relating to this Agreement.

5.6 Sellers' Names. As soon as practicable after the Closing, Silver and Landmark will cause an amendment to their certificate of incorporation to be filed with the Secretary of State of the State of Delaware, and Landmark USA will cause an amendment to its certificate of incorporation to be filed with the Secretary of State of the State of Texas, to change their name to a name not containing the name "Silver" or "Landmark" and will cause to be filed as soon as practicable after the Closing, in all jurisdictions in which it is qualified to do business, any documents necessary to reflect such change in its corporate name or to terminate its qualification therein.

5.7 Employees and Employee Benefit Plans.

(a) Buyer may offer employment to certain employees of the Business as determined by Buyer in its sole discretion. All such employees who accept Buyer's offer of employment and actually perform services for Buyer on or after the Closing Date are hereinafter referred to as the "Transferring Employees." The employment of the Transferring Employees with Buyer shall be considered effective on the date they first perform services for Buyer (the "Effective Date"). Although Buyer intends to offer employment to Transferring Employees on terms and conditions that are substantially similar in the aggregate to the terms and conditions of the Transferring Employees' employment by Sellers, Buyer shall set the initial terms and conditions of employment based on compensation and wage rates and employee benefit plans and programs established by Buyer in its sole discretion. Notwithstanding anything set forth below or herein to the contrary (i) nothing in this Agreement shall create any obligation on the part of Buyer to offer employment to any employee of the Business or continue the employment of any employee for any definite period following the Effective Date, and (ii) nothing in this Agreement shall preclude Buyer from altering, amending, or terminating any of its employee benefit plans, or the participation of any of its employees in such plans, at any time.

(b) Sellers shall be responsible for any unpaid reasonable out-of-pocket expenses or any unpaid wages or other compensation earned in the ordinary course by any employee of the Business, whether a Transferring Employee or not, prior to the Closing Date; provided, however, that Buyer shall be responsible for any such unpaid expenses, wages or other compensation in respect of any Transferring Employee which is unpaid as of the Closing Date in accordance with the ordinary payroll or reimbursement policies of Sellers.

(c) Buyer shall assume and become responsible for paying out or otherwise satisfying any earned, unused vacation and (if applicable) personal or sick days owing to the Transferring Employees upon, or as of, their termination of employment with Sellers to the extent required under the current employment policy of Sellers and laws. Sellers shall retain responsibility for paying out or otherwise satisfying any earned, unused vacation and (if applicable) personal or sick days owing to any employee of Sellers who is not a Transferring Employee upon, or as of, their termination of employment with Sellers to the extent required under the current employment policy of Sellers and laws.

(d) Except as set forth in Sections 5.7(b) and (c), Sellers shall retain the obligation and liability for all claims, demands, costs or other liabilities, including reasonable attorneys' fees:

(i) related to the employment by Sellers of Transferred Employees and any other employees; or

(ii) to the extent such liability arises under or relates to any Plan, or other benefit or compensation agreement, programs, policy, payroll practice or other arrangement of Sellers (excluding the Assumed Severance Obligations).

In no event shall Buyer have any responsibility or liability for any such claims, demands, costs or other liabilities.

(e) Except as otherwise required by the terms of any such Plan or applicable law, as of the Effective Date all Transferring Employees shall cease participation in each Welfare Plan sponsored or maintained by Sellers and shall cease accruing benefits under each Pension Plan sponsored or maintained by Sellers.

(f) No Transferring Employee or other current or former employee of Sellers including any beneficiary or dependent thereof, or any other Person not a party to this Agreement, shall be entitled to assert any claim hereunder.

5.8 [Intentionally Omitted].

5.9 Taxes.

(a) Sellers shall be liable for and shall pay all income Taxes (whether assessed or unassessed) applicable to the operation of the Business, in each case attributable to periods (or portions thereof) ending on or prior to the Closing Date. Buyer shall be liable for and shall pay all income Taxes (whether assessed or unassessed) applicable to the operation of Business, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this paragraph (a), any period beginning before and ending after the Closing Date shall be treated as two partial periods, one ending on the Closing Date and the other beginning after the Closing Date.

(b) Notwithstanding Section 5.9(a), any sales Tax, use Tax, real property transfer or gains Tax, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets shall be the obligation of Sellers. Sellers agree to timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or make a report with respect to, such Taxes.

(c) Any payments made or to be made pursuant to this Section 5.9 shall be treated by Buyer and Sellers, for tax reporting purposes, as an adjustment to the Purchase Price.

(d) Sellers shall enter into an allocation agreement with Buyer at the Closing providing for a reasonable allocation of the Purchase Price among the Purchased Assets.

(e) Any refunds of amounts paid on account of Taxes made under this Section 5.9 shall be the property solely of Buyer.

5.10 Payments by Sellers. Sellers shall, on or immediately after the Closing, pay to the non-debtor party to any Assumed Theatre Lease or Assumed Contract cash in an amount sufficient to cure all defaults and compensate for all losses determined under the Assumption and Assignment Orders to be due in accordance with section 365(b)(1)(A) and (B) of the Bankruptcy Code.

5.11 Actions Before Closing Date. Buyer shall not take any action which shall cause it to be in breach of any representations, warranties, covenants or agreements contained in this Agreement. Buyer shall use its reasonable efforts to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement as soon as possible, but in no event later than the Closing Date.

5.12 Reasonable Best Efforts. Upon the terms and subject to the conditions of this Agreement, Buyer shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby.

5.13 Access to Records and Information. Following the Closing, Buyer shall permit Sellers reasonable access to, and grant to Sellers the right to make copies of, all Books and Records constituting part of the Purchased Assets; such access may be at any time during normal business hours, provided that it does not interfere unreasonably with Buyer's operation of the Business. Likewise, following the Closing, Sellers shall afford Buyer reasonable access to, and grant Buyer the right to make copies of, all books, records and other information as Buyer may reasonably request which are not part of the Books and Records. Either party upon transfer of ownership, possession or control of such books and records shall obtain the agreement of such transferee to provide the other party continued access as provided for in this Agreement.

5.14 Continuing Assistance. Following the Closing, Buyer shall furnish to Sellers assistance and information relating to the Business reasonably required by Sellers in connection with its year-end accounting requirements, the preparation of Tax Returns and reports or documents to be filed with any regulatory agency or for any other reasonable purpose, including, without limitation, assistance and information relating to tax audits for periods prior to and including the Closing Date.

5.15 Brokers, Finders. Sellers, on the one hand, and Buyer, on the other hand, will pay or discharge, and will indemnify and hold each other harmless from and against, any and all claims or liabilities for brokerage commissions or finder's fees incurred by reason of any action taken by them. Buyer shall have no obligation to pay any finder's fee, brokerage commission or similar payment under the New Build Theatre Leases listed in Exhibit E hereto in connection with the transactions contemplated hereby.

5.16 Break-Up Fee and Overbid. Sellers have selected Buyer's bid represented by this Agreement as the highest and best bid for all or substantially all of the assets relating to the Business, and, upon review of the Bankruptcy Court, Sellers agree that, if Sellers accept an overbid to this Agreement from a Person unaffiliated with Buyer or otherwise agree to an

alternative transaction for the acquisition of all or substantially all of the assets relating to the Business prior to the termination of this Agreement, Sellers shall promptly pay to Buyer in cash, at the closing of the sale pursuant to such overbid or alternative transaction, the amount of seven hundred and fifty thousand dollars (\$750,000) (the "Break-Up Fee"). Sellers further agree that, in connection with any auction of the Purchased Assets, the first overbid to the bid of Buyer set forth in this Agreement of Buyer must include a purchase price that exceeds the value of such initial bid (as determined by Sellers) by an amount that is no less than the sum of the Break-Up Fee and the amount of one million dollars (\$1,000,000). Sellers agree to seek the Bankruptcy Court's approval of the Break-Up Fee.

5.17 No Solicitation of Transaction. Sellers shall not and shall cause their officers, directors, advisors and other representatives not to, on or after the date hereof, directly or indirectly, initiate, solicit or encourage any discussions or negotiations or enter into any agreements with any Person other than Buyer with respect to the sale of all or any material portion of the Business or Purchased Assets or the merger or consolidation of Sellers with any other Person and shall cease any discussions relating thereto. Sellers further agree that Sellers shall not provide any information regarding the Purchased Assets or the Business or otherwise cooperate with such Person with respect to the purchase or acquisition of the Purchased Assets or the Business by such Person unless (i) the Person has represented to Sellers that it wishes such information in order to make a bona fide acquisition proposal, not solicited in violation of this Agreement, that is a higher offer than the bid of Buyer set forth in this Agreement, (ii) Seller has promptly advised Buyer of such request for information or cooperation, and afforded Buyer a reasonable opportunity to address the Board of Directors of Sellers with respect to whether Sellers have a fiduciary duty to provide such information or cooperation, (iii) and the Board of Directors, after consultation with Buyer, reasonably determines in good faith (after advice from counsel) that it is required to provide such information or cooperation in order to discharge its fiduciary duties. Sellers also agree that they will not waive the provisions of any confidentiality agreement they have entered into with a Person in the last six months prior to the date hereof with respect to the sale of the Business or assets of Sellers.

5.18 Title Reports. On or before April 19, 2001, Sellers shall deliver to Buyer:

- (a) title reports currently in their possession for each of the Fee Owned Properties (the "Pre-Closing Title Reports"), which Pre-Closing Title Reports will disclose no exceptions to title other than Permitted Encumbrances or, as to each Fee Owned Property, such other Liens or encumbrances as would not materially adversely affect the value or use of such Fee Owned Property;
- (b) a schedule setting forth a complete and accurate legal description of the Fee Owned Properties and the owner thereof;
- (c) complete and accurate copies of all title insurance policies with respect to the Fee Owned Properties in Sellers' possession; and
- (d) complete and accurate copies of all Phase I environmental reports relating to such Fee Owned Properties in Sellers' possession.

5.19 Sunshine Assumption.

(a) On or prior to the close of business on May 1, 2001, Buyer may notify Sellers in writing if it wishes to assume the Sunshine Agreements, and its agreement, subject to the provisions of this Agreement (including, without limitation, Section 6.3(g) hereof), to comply with the terms and conditions of the Assumption and Assignment Order related thereto. Buyer shall describe those modifications and agreements, if any, to the Sunshine Agreements reached by Buyer, on the one hand, and Sunshine and/or The Stegla Group, as applicable, on the other. Following such notification, Sellers shall either (i) take all actions necessary to implement such modifications and agreements or (ii) if no such modifications or agreements have been reached, use their reasonable best efforts, in consultation with Buyer, to minimize the amounts required to cure defaults under the Sunshine Agreements to as low an amount as possible and take all necessary actions before the Bankruptcy Court to achieve such a result. The non-assumption of the Sunshine Agreements shall not reduce the Purchase Price to be paid by Buyer.

(b) Following receipt of the notice described in Section 5.19(a) above, Sellers shall promptly provide Sunshine with notice of the assumption of the Sunshine Sublease Agreement as required under the Sunshine Settlement Agreement, and such notice shall be effective to assume the Sunshine Sublease Agreement subject only to the entry of the Assumption and Assignment Order.

5.20 Bethesda Assumption.

(a) On or prior to the close of business on May 1, 2001, Buyer may notify Sellers in writing if it wishes to assume the Bethesda Lease and its agreement, subject to the provisions of this Agreement (including, without limitation, Section 6.3(g) hereof), to comply with the terms and conditions of the Assumption and Assignment Order related thereto. Buyer shall describe those modifications and agreements, if any, to the Bethesda Lease reached by Buyer and Street. Following such notification, Sellers shall either (i) take all actions necessary to implement such modifications and agreements or (ii) if no such modifications or agreements have been reached, use their reasonable best efforts, in consultation with Buyer, to minimize the amounts required to cure defaults under the Bethesda Lease to as low an amount as possible and take all necessary actions before the Bankruptcy Court to achieve such a result. The non-assumption of the Bethesda Lease shall not reduce the Purchase Price to be paid by Buyer.

(b) Following receipt of the notice described in Section 5.20(a) above, Sellers shall promptly provide Street with notice of the assumption of the Bethesda Lease as required under the Bethesda Settlement Agreement, and such notice shall be effective to assume the Bethesda Lease subject only to the entry of the Assumption and Assignment Order.

5.21 Assumed Theatre Leases and Contracts. On or prior to the close of business on the Transfer Date, Buyer may notify Sellers in writing that it does not wish to assume one or more of the Assumed Theatre Leases or Assumed Contracts listed on an Exhibit hereto. In such event, (i) Buyer shall not be required to assume any such lease or contract and (ii) Buyer shall provide to Sellers, promptly after request therefor, all such information and documents as Sellers may reasonably request as to any negotiations or other communications after the date hereof between Buyer or any Person acting on behalf of Buyer and any party (or

any Person acting on behalf of any such party) to any Assumed Theater Lease or Assumed Contract, or any contract relating thereto, that Buyer has excluded from Purchased Assets in accordance with this Section 5.21.. The non-inclusion of any Assumed Theatre Lease or Assumed Contract at Buyer's request shall not reduce the Purchase Price to be paid by Buyer.

5.22 New Build Theatres. Buyer agrees to notify Sellers in writing not later than the close of business on the Transfer Date (i) which, if any, of the New Build Theatre Leases (other than the Bethesda Lease) it wishes to assume, (ii) the amount it is willing to pay to cure defaults under each New Build Theatre Lease (other than the Bethesda Lease) it wishes to assume and (iii) whether its assumption is conditioned upon modifications to such New Build Theatre Lease and what modifications it wishes. Following such notification, Sellers shall seek to have the defaults cured under each New Build Theatre Lease (other than the Bethesda Lease) Buyer wishes to assume, utilizing the New Build Amount specified for such lease and, if the amount to cure defaults under such New Build Theatre Lease exceeds the amount Buyer has specified it wishes to pay for such cure, Sellers, at their option, may use their own funds to cure the defaults thereunder or may choose not to cure, in which case Sellers shall not be obligated to assign such New Build Theatre Lease to Buyer. In the event such New Build Theatre Lease is not modified to the satisfaction of Buyer, Buyer shall, at its option, accept an assignment of such New Build Theatre Lease without modification, or withdraw its election to take an assignment of such New Build Theatre Lease (in which event it shall not be obligated to take such lease). The non-assumption of any New Build Theater Lease shall not reduce the Purchase Price to be paid by Buyer.

5.23 Ordinary Course Payables. Buyer shall assume and fully satisfy all unpaid accounts payable and other obligations of Sellers owing as of the Closing Date, but only to the extent that such accounts payable and obligations (a) first become due by their terms on or after the Closing Date, and (b) were incurred by one or more of the Sellers in the ordinary course of their businesses consistent with past practice; provided that Sellers shall not make and Buyer shall not assume nor be responsible for any rent or other payments (including property taxes) under (i) any Theatre Lease that is not an Assumed Theatre Lease or a New Build Theatre Lease; provided, that Sellers may continue to make such payments with respect to any such Theatre that is projected, in Sellers' budget for 2001 previously provided to Buyer, to generate in excess of \$50,000 of positive cash flow during the 12-month period ending December 31, 2001; and provided further, that Sellers may continue to make such payments with respect to any such Theatre that does not meet this positive cash flow threshold, subject to the agreement by the DIP Lenders that the making of any such payment will not have the effect of increasing the DIP Loan Amount or otherwise increase the Purchase Price, or (ii) any Assumed Theatre Lease or New Build Theatre Lease that Buyer notifies Sellers in writing on or before the Transfer Date it does not wish to assume, to the extent that such amounts become due during the period commencing on the Transfer Date (or such earlier date as Sellers are notified in writing that Buyer does not wish to assume such lease(s)). Sellers shall during the period from the date hereof to the Closing Date pay their ordinary course operating liabilities, accounts payable and, subject to Section 5.9, Taxes in the ordinary course of business consistent with past practice. Sellers may, at their option, prepay (i) up to one month of their ordinary course operating liabilities relating to the Purchased Assets or payable to distributors of movies to Sellers and (ii) at any time after five (5) business days prior to the scheduled Closing Date, or earlier with the consent of Buyer, in respect of any employee of Sellers who is not a Transferring Employee (A)

wages or other compensation to be earned by such employee in the ordinary course up to the Closing Date and (B) reasonable anticipated out-of-pocket expenses to be incurred by such employee prior to the Closing Date, but may not prepay any of their other liabilities.

5.24 Supplementing of Exhibits.

(a) Buyer may, at any time prior to April 26, 2001, supplement Exhibit A hereto with additional executory contracts or leases of personal property (the "Supplemental Contracts"), without prejudice to Buyer's right to exclude any of such Supplemental Contracts from Purchased Assets at any time up to and including the Transfer Date pursuant to Section 5.21 hereof; provided, that any amounts required to cure defaults by Sellers prior to the Closing Date under any Supplemental Contract not excluded by Buyer from Purchased Assets pursuant to Section 5.21 hereof, as so determined by the Bankruptcy Court pursuant to Assumption and Assignment Orders with respect thereto, shall not count against the Cure Cap.

(b) Buyer may, at any time prior to April 23, 2001, supplement Exhibit B or C hereto with additional Theatre leases, without prejudice to Buyer's right to exclude any of such Theatre leases from Purchased Assets at any time up to and including the Transfer Date pursuant to Section 5.20 and 5.21 hereof.

ARTICLE VI CONDITIONS TO THE CLOSING

6.1 Conditions to the Closing Relating to Sellers and Buyer. The obligations of Sellers and Buyer to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) Governmental Consents. There shall have been received all requisite authorizations, consents and approvals of governments and governmental agencies (if any).

(b) Sale Order; Assignment and Assumption Order. The Sale Order and the Assignment and Assumption Order (i) shall have been entered by the Bankruptcy Court, (ii) shall not have been revised, stayed, modified or amended in any manner adverse to Buyer and (iii) shall be valid and binding and in full force and effect on the Closing Date.

6.2 Conditions to the Closing Relating to Sellers. The obligations of Sellers to consummate the transactions provided for hereby are subject, in the discretion of Sellers, to the satisfaction, on or prior to the Closing Date, of each of the following conditions; provided that Sellers shall have the right to waive any such condition:

(a) Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except as and to the extent that the facts and conditions upon which such representations and warranties are based are expressly required or permitted to be changed by the terms of this Agreement, and except for those that expressly relate to a particular date, which shall be true and correct in all material respects as of such date, and Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed by it prior to or at the Closing Date.

(b) Sufficiency of Purchase Price. The Purchase Price, less one-half (1/2) of the \$240,000 amount set aside pursuant to Section 2.1 of this Agreement, shall be sufficient, on the Closing Date, to pay in full (i) all amounts owing under the Foothill Loan Agreement as of such date, less the Permitted Deductions, (ii) the Professional Fee Carve-Out, (iii) all amounts to which the DIP Lenders have subordinated, as set forth in Section 5.3 of the Forbearance Agreement and (iv) one-half (1/2) of the Sale-Related Fees; provided, that if the Purchase Price is not sufficient to permit payment in full of the amount described in clause (i) above following payment in full of the amounts described in clauses (ii), (iii) and (iv) above, Buyer shall have the right, in its sole and absolute discretion, to pay to the DIP Lenders the amount of any such shortfall in order to satisfy this condition.

6.3 Conditions to the Closing Relating to Buyer. The obligations of Buyer to consummate the transactions provided for hereby are subject, in the discretion of Buyer, to the satisfaction, on or prior to the Closing Date, of each of the following conditions; provided, that Buyer shall have the right to waive any such condition:

(a) Representations; Warranties and Covenants. All representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, except as and to the extent that the facts and conditions upon which such representations and warranties are based are expressly required or permitted to be changed by the terms of this Agreement and except for those that expressly relate to a particular date, which shall be true and correct in all material respects as of such date, and Sellers shall have performed in all material respects all agreements and covenants required hereby to be performed by them prior to or at the Closing Date.

(b) Modification of Leases. Each of the Modified Theatre Leases shall have been amended on the terms set forth on Exhibit C hereto or otherwise to the satisfaction of Buyer or, if not amended on such terms, Buyer shall have either agreed to assume the Modified Theatre Lease or not be required by the Bankruptcy Court to assume the Modified Theatre Lease.

(c) Transfer of Purchased Assets. Sellers shall have transferred good and marketable title to the Purchased Assets to Buyer and Sellers shall have transferred and assigned valid leasehold interests in each of the Assumed Theater Leases in each case free and clear of all Liens except Permitted Encumbrances and Liens (if any) previously agreed to by Buyer.

(d) Entry of Sale Order. The Bankruptcy Court shall have entered the Sale Order approving the Purchase Agreement on or before April 20, 2001.

(e) Sufficiency of Purchase Price. The Purchase Price, less one-half (1/2) of the \$240,000 amount set aside pursuant to Section 2.1 of this Agreement, shall be sufficient, on the Closing Date, to pay in full (i) all amounts owing under the Foothill Loan Agreement as of such date, less the Permitted Deductions, (ii) the Professional Fee Carve-Out, (iii) all amounts to which the DIP Lenders have subordinated, as set forth in Section 5.3 of the Forbearance Agreement and (iv) one-half (1/2) of the Sale-Related Fees; provided, that if the Purchase Price is not sufficient to permit payment in full of the amount described in clause (i) above following payment in full of the amounts described in clauses (ii), (iii) and (iv) above, Buyer shall have the

right, in its sole and absolute discretion, to pay to the DIP Lenders the amount of any such shortfall in order to satisfy this condition.

(f) No Material Adverse Change. There shall not have occurred following the date of this Agreement any material adverse change in the business, assets, operations, results of operations or condition (financial or otherwise) of Sellers relating to the Purchased Assets and/or the Assumed Liabilities.

(g) Cap on Cure Amounts. The amounts required to cure defaults by Sellers prior to the Closing Date under the Assumed Theatre Leases (other than the New Build Theatre Leases but including, without limitation, the Sunshine Sublease Agreement if such agreement is assumed by Buyer pursuant to Section 5.19 hereof) and Assumed Contracts (other than Supplemental Contracts not excluded by Buyer from Purchased Assets pursuant to Section 5.21 hereof), as so determined by the Bankruptcy Court pursuant to Assumption and Assignment Orders with respect thereto, shall not exceed \$3,500,000 (the "Cure Cap"); provided, that in the event such amount exceeds the Cure Cap Sellers shall have the right, with the consent of the DIP Lenders, to decrease that portion of the Purchase Price set forth in Section 2.1(i)(x)(A) by the amount of such excess and increase that portion of the Purchase Price set forth in Section 2.1(i)(x)(B) by an equal amount in order to satisfy this condition without affecting any other condition set forth in this Article VI.

(h) Termination of Executives. Sellers shall have terminated the employment of each of Thomas Andrus, Larry Hohl, Paul Ledbetter and Michael Mullen (collectively, the "Executives") immediately prior to Closing. All severance payable to the Executives upon termination of employment by Sellers less \$114,000 in the aggregate shall be maintained in an interest-bearing escrow account maintained by the Escrow Agent.

ARTICLE VII MISCELLANEOUS

7.1 Termination.

(a) Anything herein to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing, in each case by notice to the outer parties,

(i) by mutual consent of the parties,

(ii) by Sellers if the Closing shall not have occurred on or before the Cut-Off Date by reason of the failure or any condition precedent in Section 6.2 (unless the failure results from Sellers breaching in a material respect any representation, warranty or covenant in this Agreement),

(iii) by Buyer if the Closing shall not have occurred on or before the Cut-Off Date by reason of the failure of any condition precedent in Section 6.3 (unless the failure results from Buyer breaching in a material respect any representation, warranty or covenant in this Agreement),

(iv) by Buyer if Sellers, or by Sellers if Buyer, has breached in any material respect any representation, warranty or covenant in this Agreement and such breach has not been substantially cured,

(v) by Sellers or by Buyer, if Sellers have accepted an offer from a party unaffiliated with Buyer which is higher than the offer of Buyer pursuant to this Agreement, or

(vi) by Buyer on or before April 27, 2001, if the Pre-Closing Title Reports disclose exceptions to title other than Permitted Encumbrances that, as to each Fee Owned Property, materially adversely affect the value or use of such Fee Owned Property.

(b) In the event that as of the Cut-Off Date a condition precedent to the obligations of either party is not satisfied, nothing contained herein shall be deemed to require such other party to terminate this Agreement, and such other party may waive such condition precedent and proceed with the Closing.

(c) In the event of the termination of this Agreement by either Sellers or Buyer as above provided, neither Sellers, on the one hand, nor Buyer, on the other, shall have any liability under this Agreement of any nature whatsoever to the other, including any liability for damages, unless (i) the termination is pursuant to clause (a)(iv) above, and Sellers, on the one hand, or Buyer, on the other, is in default under its obligations under this Agreement as of the date of such termination, in which event the party or parties in breach shall be liable to the other party or parties for such breach but in the case of default by Buyer only to the extent of the amount of the Deposit which shall be deemed liquidated damages for such default or (ii) if the termination is pursuant to Section 7.1(a)(v) above, Sellers shall be liable for payment of the Break-Up Fee to Buyer as provided in Section 5.16 hereof.

7.2 Assignment: Exercise of Rights by Sellers. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each of Sellers and Buyer (i) acknowledge that the DIP Lenders have a Lien pursuant to the Permanent Financing Order on all of the right, title and interest of Sellers in and to this Agreement and, except as otherwise provided in the Sale Order, on any and all proceeds of the Purchase Price hereunder, (ii) agree that no exercise by any of Sellers of any of its rights hereunder, including, without limitation, (A) any right to waive any condition precedent pursuant to Section 6.2 hereof, (B) any right to terminate this Agreement pursuant to Section 7.1 hereof, and (C) any right to agree to a modification or waiver pursuant to Section 7.5 hereof shall be effective for any purpose hereunder without the prior written consent of the DIP Lenders: provided, however, that the DIP Lenders shall not have any obligations to perform any of Sellers' obligations hereunder, and (iii) agree that in the event that (A) this Agreement is terminated, (B) any assets are excluded from Purchased Assets or any liabilities or obligations are excluded from Assumed Liabilities pursuant to Sections 5.19, 5.20, 5.21 or 5.22 hereof or otherwise or (C) the Closing does not occur in accordance with the provisions hereof for any reason, the DIP Lenders may exercise,

and Sellers shall take such action as the DIP Lenders may reasonably request to enable the DIP Lenders to exercise, any and all of the rights and remedies of the DIP Lenders under the Foothill Loan Agreement and the Permanent Financing Order with respect all assets and liabilities affected thereby.

7.3 Notices. Unless otherwise provided herein, any notice, request, instruction or other communication to be given or made under this Agreement by any party shall be in writing and delivered personally or sent by prepaid first class mail, overnight courier, or facsimile, as follows:

If to Sellers, addressed to:

c/o Silver Cinemas International, Inc.
4004 Beltline Road
Addison, Texas 75001
Attention: Paul Ledbetter
Telephone: (972) 892-3533
Fax No.: (972) 503-9811

Latham & Watkins
633 W. Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Attention: Glen B. Collyer, Esq.
Telephone: (213) 455-1234
Fax No.: (213) 891-8763

and:

Ableco Finance LLC
450 Park Avenue, 28th Floor
New York, New York 10022
Telephone: (212) 891-2117
Attention: Kevin Genda

and:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 756-2000
Attention: Paul E. Weber, Esq.

and:

Foothill Capital Corporation
2450 Colorado Avenue, Suite 3000 West
Santa Monica, California 90025-3333

Facsimile: (310) 478-9788
Attention: Business Finance Division Manager

and:

Otterbourg, Steindler, Houston & Rosen, P.C.
230 Park Avenue, 29th Floor
New York, New York 10169
(New York County)
Telephone: (212) 661-9100
Telecopier: (212) 682-6104
Attention: Andrew M. Kramer, Esq.

and a copy to:

Goldberg, Stinnett, Meyers, Davis
44 Montgomery Street
Suite 2900
San Francisco, CA 94104
Attention: Merle C. Meyers, Esq.
Telephone: (415) 362-5045
Fax No.: (415) 362-2392

If to Buyer, addressed to:

Oaktree Capital Management, LLC
333 South Grant Avenue, 28th Floor
Los Angeles, CA 90071
Attention: Kenneth Liang
Patricia Wachtell
Telephone: (213) 830-6408
Fax No.:(213) 830-6494

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Robert D. Drain, Esq. And
Kenneth M. Schneider, Esq.
Telephone: (212) 373-3000
Fax No.: (212) 757-3990

or to such other place and with such other copies as any party may designate as to itself by written notice to the others. All such notices and communications shall be deemed to have been duly given: if delivered by hand, when personally delivered; if mailed as aforesaid, four business days after being deposited in the mail, postage prepaid; if by overnight courier with

guaranteed delivery, the next day; if transmitted by facsimile, when receipt is confirmed (electronically or otherwise).

7.4 Choice of Law; Consent to Service Jurisdiction and Venue.

(a) This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of New York (without reference to the choice of law provisions) except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement and as to those matters the law of the jurisdictions under which the respective entity derives its powers shall govern.

(b) Each of the parties hereto irrevocably consents to the service of any process, pleading, notices or other papers by the mailing of copies thereof by registered, certified or first class mail, postage prepaid, to such party at such party's address set forth herein, or by any other method provided or permitted under New York law.

(c) Each party irrevocably and unconditionally agrees and consents that any suit, action or other legal proceeding arising out of or related to this Agreement shall be brought and heard in the Bankruptcy Court, and each party irrevocably consents to personal jurisdiction in the Bankruptcy Court.

(d) To the extent that any party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such party hereby irrevocably waives such immunity in respect of its obligations under this Agreement. Each of the parties hereto: (i) waives and agrees not to plead or make any objection to the venue of any action, suit or proceeding in respect of this Agreement (a "Proceeding") in the Bankruptcy Court; (ii) waives and agrees not to plead or make any claim that any Proceeding brought in the Bankruptcy Court has been brought in an improper or otherwise inconvenient forum; and (iii) waives and agrees not to plead or make any claim that the Bankruptcy Court lacks personal jurisdiction.

7.5 Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits and schedules hereto, constitute the entire agreement among the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, disclosures, and discussions, whether oral or written, of the parties. Except as otherwise expressly provided herein, no supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7.6 Multiple Counterparts. 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 one and the same instrument.

7.7 Expenses. Except as otherwise provided herein, the parties shall pay their own fees and expenses, including their own attorneys' fees, incurred in connection with this Agreement or any transaction contemplated hereby.

7.8 Attorneys' Fees. If any legal action is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover attorneys' fees and all other costs incurred in that action in addition to any other relief to which it may be entitled if so ordered by the court before which the legal action was brought.

7.9 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

7.10 Titles. The titles, captions or headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

7.11 Confidential Information. The parties acknowledge that the transaction described herein is of a confidential nature and shall not be disclosed except (i) to consultants, advisors and affiliates, (ii) as required by law, (iii) the DIP Lenders or (iv) in connection with public proceedings in the Auction or in connection with motions and hearings relating to the Sale Order or the Assumption and Assignment Orders. No party shall issue any public statement or press release regarding the transactions contemplated hereby without prior consultation with the other parties, except to the extent required by law.

7.12 No Third-Party Beneficiaries. Except as otherwise provided in Section 7.2, no person (other than parties to this Agreement or their respective successors or permitted assigns) shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein.

7.13 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement.

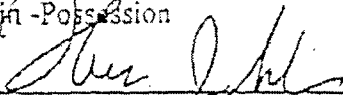
7.14 Variation of Pronouns. All pronouns and all variation thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity or identities of the antecedent person or persons may require.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Purchase and Sale Agreement, by their respective officers thereunto duly authorized, all as of the day and year first above written.

SELLERS:

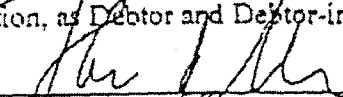
SILVER CINEMAS INTERNATIONAL, INC., a Delaware corporation, as Debtor and Debtor-in-Possession

By: 
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

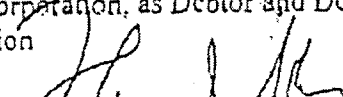
SILVER CINEMAS, INC., a Delaware corporation, as Debtor and Debtor-in-Possession

By: 
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

LANDMARK THEATRE CORP., a Delaware corporation, as Debtor and Debtor-in-Possession

By: 
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

LANDMARK THEATRE USA, INC., a Texas corporation, as Debtor and Debtor-in-Possession

By: 
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

BUYER

SILVER CINEMAS ACQUISITION CO.,

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Purchase and Sale Agreement, by their respective officers thereunto duly authorized, all as of the day and year first above written.

SELLERS:

SILVER CINEMAS INTERNATIONAL, INC., a Delaware corporation, as Debtor and Debtor-in-Possession

By: _____
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

SILVER CINEMAS, INC., a Delaware corporation, as Debtor and Debtor-in-Possession

By: _____
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

LANDMARK THEATRE CORP., a Delaware corporation, as Debtor and Debtor-in-Possession

By: _____
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

LANDMARK THEATRE USA, INC., a Texas corporation, as Debtor and Debtor-in-Possession

By: _____
Name: Thomas J. Andrus
Title: Senior Vice President and Chief Financial Officer

BUYER

SILVER CINEMAS ACQUISITION CO.

By: Patricia Wachtell
Name: Patricia Wachtell
Title: President

By: Kenneth Liang
Name: Kenneth Liang
Title: Vice President

TRADEMARK

Schedule 4.2(h)(D)

The County of San Diego has filed tax liens for personal property taxes in the following amounts:

- 1) Cove Theater — \$329.89 plus penalties of \$4.49 per month since November 1, 2000,
- 2) La Jolla Village Theater — \$2,423.53 plus penalties of \$33.04 per month since November 1, 2000,
- 3) Ken Theater — \$305.42 plus penalties of \$4.16 per month since November 1, 2000, and
- 4) Hillcrest Theater — \$4,410.89 plus penalties of \$60.14 per month since November 1, 2000.

Schedule 4.2(m)

1. In April, 1996, the City of Seattle filed an action against Seven Gables Corporation (the Predecessor in interest to Landmark) and others for failure to comply with parking conditions in the Master Use Permit for the metro Cinemas building. Landmark has negotiated a settlement of the City and has sought an amendment to the Master Use Permit. In the interim period, Landmark is providing alternative parking arrangements as approved by the City.
2. Failure of the California Theatre and the UC Berkeley Theatre to comply with the City of Berkeley Unreinforced Masonry Building Mitigation Ordinance.
3. The following Theatres are operating as non-conforming but legal uses:
 - Cove Theatre, La Jolla, CA
 - Crest Theatre, Seattle, WA
 - Egyptian Theatre, Seattle, WA
 - Guild Theatre, Menlo Park, CA
 - Ken Theatre, San Diego, CA
 - Neptune Theatre, Seattle, WA
 - NuArt Theatre, Los Angeles, CA
 - Park Theatre, Menlo Park, CA
 - Rialto Theatre, South Pasadena, CA
 - Seven Gables Theatre, Seattle, WA
 - UC Theatre, Berkeley, CA
 - Uptown Theatre, Minneapolis, MN
 - Budget Cinemas South, Greenfield, MO
4. The following Theatres operate under Conditional Use Permits, under which they may not be in complete compliance:
 - Guild 45th, Seattle, WA (parking leased to comply)
 - Metro Theatre, Seattle, WA (inadequate free parking)
 - Varsity Theatre, Seattle, WA (parking leased to comply)
 - Crest Theatre, Seattle, WA (inadequate parking)
5. The Rialto Theatre received an oral notification in 1988 that the balcony could no longer be occupied. Landmark has continued to use the balcony if attendance justifies additional seating and has received no further comment from the City.
6. The City of Royal Oak noted a violation at The Main Art Theatre on January 5, 2001. Wooden boards for the wooden gate of the dumpster enclosure are missing and damaged and in need of replacement or repair. Gate enclosure also needs a suitable lock.

7. The City of Greenfield issued a Final Notice on August 10, 2000, that the Budget South Cinema is in violation of City Municipal Code, Section 21.06.0301 - Landscaping is required in peripheral bufferyards, street bufferyards, for on-lot landscaping, in off-street parking areas, and in areas where vegetative mitigation is required. Silver Cinemas, Inc. is to working closely with the City to resolve all issues.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 Human Resources	Payroll Central 3198 Royal Lane, Suite 150 Dallas, TX 75229-3798 P: 214/654-0000 W. Collier Barnett, President	Price Protection Guarantee dated August 17, 1999, between Silver Cinemas, Inc. and Payroll Central, Inc. Account No. Payroll Processing Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0000-01 Concessions	Pepsi-Cola Company One Pepsi Way Somers, NY 10589-2201 P: Contact: Mr. Joseph Juliano	Letter Agreement dated March 11, 1998, between Pepsi-Cola Company, a division of PepsiCo, Inc., on its own behalf and on behalf of the Pepsi/Lipton Tea Partnership, and Silver Cinemas, Inc. Account No. (Concession Beverage)	March 31, 2003
0000-01 Concessions	Pepsi-Cola Company One Pepsi Way Somers, NY 10589-2201 P: Contact: Mr. Joseph Juliano	Addendum to Pepsi-Cola Agreement, Rolling Stock Funds, dated July 1, 1998, between Pepsi-Cola Company and Silver Cinemas, Inc. Account No. Advertising Funds	Terminable by either party upon ninety (90) days prior written notice to the other party.
0000-01 Concessions	Dr Pepper/Seven Up, Inc. P.O. Box 869077 Plano, TX 75086-9077 P: 972/673-7000 Contact: Kim Yee, Asst. General Counsel	Agreement dated January 27, 1999, between Dr Pepper/Seven Up, Inc. and Silver Cinemas, Inc. Account No. (Concession Beverage)	December 31, 2002
unknown	Outbound Services, Inc.	Professional Services Agreement effective as of December 1, 2000 between Outbound Services, Inc. and Silver Cinemas, Inc.	November 30, 2002; thereafter automatic renewal for one year. Terminable by either party upon sixty (60) days prior written notice to the other party.
0000-02 Landmark Marketing	J.I.A., Inc. d.b.a. John Illis Associates [Address] Chicago, IL Contact: Larry Dieckhaus	Client/Agency Agreement between J.I.A., d.b.a. John Illis Associates and Landmark Theatres Account No. Public relations and advertising services	March, 2000?

** The following contracts listed in both "Exhibit A, Part 1" and "Exhibit A, Part 2" are primarily operating agreements related to the various individual theatre leases being assumed. If for any reason assumption of a theatre lease is not completed, Buyer reserves the right to remove from this list any operating agreements related to that specific site.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-02 Landmark Advertising	The San Diego Union-Tribune P.O. Pox 191 San Diego, CA 92112 P: 619/299-2121	Display Advertising Agreement effective as of January 1, 1999, between the Union Tribune Publishing Co. and Landmark Theatre Corp. d/b/a La Jolla Village, Cove, Hillcrest and Ken Theatres Account No. Newspaper Advertising	December 31, 2000; thereafter automatically renewed for like period unless either party gives written notice of intention to terminate prior to the expiration date in any period.
0000-02 Landmark Advertising	Seattle Times Company Fairview Avenue N. and John Street P.O. Box 70 Seattle, WA 98111	Display Advertising Revenue Contract dated January 1, 2000, between Seattle Times Company and Landmark Theatre Corp./Seven Gables Account No. Newspaper Advertising	December 31, 2000 (Terminable by either party upon thirty (30) days prior written notice to the other party).
0000-02 Landmark Advertising	The Denver Post Corporation [Address]	Advertising Agreement for on-Classified Advertising with The Denver Post Corporation dated January 1, 1999 Account No. Newspaper Advertising	December 31, 2000 (Continues in full force and effect from year to year unless terminated earlier)
0000-02 Landmark Advertising	The St. Louis Post-Dispatch Pulitzer Inc. 900 North Tucker Boulevard St. Louis, MO 63101	St. Louis Post-Dispatch Retail Advertising Contract dated January 1, 2000, between Pulitzer Inc. and Landmark Theatres Account No. 510990 Newspaper Advertising	December 31, 2000; thereafter automatically effective for another period of one year without further action by either party, and shall so continue from year to year until cancelled or modified pursuant to these contract and copy regulations [no specific info noted]
0000-02 Landmark Advertising	Shepherd Express Metro c/o Alternative Publications, Inc. 413 North 2 nd Street Milwaukee, WI 53203 P: 414/276-2222	Advertising Agreement dated February 25, 2000, between Alternative Publications, Inc. and Landmark Theatre Corp. Account No. Newspaper Advertising	February 24, 2001

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-02 Landmark Advertising	Star Tribune 425 Portland Avenue Minneapolis, MN 55488	Advertising Agreement effective as of December 30, 1990 (and all amendments, if any), between Star Tribune, a division of Cowles Media Company and Landmark Theatre Corp. d.b.a. Uptown Account No. 040950000 Newspaper Advertising	December 29, 1991; thereafter renewed automatically from year to year until either party shall give thirty (30) days' written notice to the other party
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe PageMaker 6.5 (3 copies) 02-5006-000796879 02-5008-000796880 02-5009-000796881	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe PageMaker 5.0 (2 copies) 02-5005-000796896 02-5008-000782984	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe InDesign 1.5 IHW100R7156437-700	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe Photoshop 5.5 PSW250B3105492-396	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe ImageStyler 2.0 NA-Bundled with Photoshop 5.5	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe Illustrator 8.0 AAW550R1165643-284	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe Type Manager Deluxe 4.5 (2 copies) ATW450R7122393-602 ATW400R7112641-381	

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-02 Landmark Creative Services	Macromedia, Inc. 600 Townsend St. SF, CA 94103 415.252.2000	Software License Macromedia Freehand 8.0 FHM800-01911-17224-82672	
0000-02 Landmark Creative Services	Macromedia, Inc. 600 Townsend St. SF, CA 94103 415.252.2000	Software License Macromedia Freehand 7.0 WFM700-05529-17072-62471	
0000-02 Landmark Creative Services	Macromedia, Inc. 600 Townsend St. SF, CA 94103 415.252.2000	Software License Macromedia Fireworks 2.0 FWM200-01353-97024-01484	
0000-02 Landmark Creative Services	Microsoft Corp. One Microsoft Way Redmond, WA 98052-6399 425.882.8080	Software License Microsoft Office 98 813-4047382	
0000-02 Landmark Creative Services	Filemaker, Inc. 5201 Patrick Henry Drive Santa Clara, CA 95052 408.987.7000	Software License FileMaker Pro 3.0 N/A	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe Acrobat 4.0 ANW301R7125211-603	
0000-02 Landmark Creative Services	Adobe Systems 345 Park Ave. San Jose, CA 95110-2704 408.536.6000	Software License Adobe Acrobat 3.0 (3 copies) MDW210P7135914-617 MDW210P7241077-480 MDW210P7241133-927	
0000-02 Landmark Creative Services	Enfocus Software 3 Waters Park Drive, Suite 210 San Mateo, CA 94403 650.358.1210	Software License Enfocus PitStop 4.0 PSDC481354026901	
0000-02 Landmark Creative Services	Quark, Inc. 1800 Grant Street Denver, CO 80203 303.894.8888	Software License Quark Xpress 4.1 (2 copies) XU52559088 XU19604582880	

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-02 Landmark Creative Services	Quark, Inc. 1800 Grant Street Denver, CO 80203 303.894.8888	Software License Quark Xpress 3.3 (3 copies) XU70320147 XU28950442 XU28950335	
0000-02 Landmark Creative Services	Corel Corporation 1600 Carling Avenue Ottawa, Ontario K1Z 8R7 CANADA 613.728.8200	Software License MetaCreations Painter 6.0 PF60MUD-0018033-QDA Now owned by Corel	
0000-02 Landmark Creative Services	Aladdin Systems Inc. 165 Westridge Road Watsonville, CA 95076 831.761.6200	Software License Aladdin Shuffit Deluxe 5.0 DLXF-1098-063912	
0000-02 Landmark Creative Services	Symantec Corp. 20330 Stevens Creek Blvd. Cupertino, CA 95014 408.253.9600	Software License Symantec Norton Utilities NA	
0000-02 Landmark Creative Services	Symantec Corp. 20330 Stevens Creek Blvd. Cupertino, CA 95014 408.253.9600	Software License Symantec Norton AntiVirus Mac NA	
0000-02 Landmark Creative Services	Extensis Products Group 1800 SW First Avenue, Suite 500 Portland, OR 97201 503.274.2020	Software License Symantec Suitcase 3.0 NA Now owned by Extensis	
0000-02 Landmark Creative Services	Extensis Products Group 1800 SW First Avenue, Suite 500 Portland, OR 97201 503.274.2020	Software License Extensis Portfolio 3.0 FCE-300-001-316-119045	
0000-02 Landmark Creative Services	Extensis Products Group 1800 SW First Avenue, Suite 500 Portland, OR 97201 503.274.2020	Software License Extensis QX Tools 2.0 (2 copies) QME-200-001-032-306620 QME-200-001-184-306623	

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-02 Landmark Creative Services	Exstis Products Group 1800 SW First Avenue, Suite 500 Portland, OR 97201 503.274.2020	Software License Extensis Preflight Designer 1.0 XME-100-001-797-159275	
0000-02 Landmark Creative Services	Alsoft, Inc.	Software License Disk Warrior 1.02 NA	
0000-02 Landmark Creative Services	DataViz 55 Corporate Road Trumbull, CT 06611 203.268.0030	Software License MacLink Plus 10.0 1450166-2431	
0000-02 Landmark Creative Services	Casady and Greene, Inc. 22734 Portola Drive Salinas, CA 93908-1119 831.484-9228	Software License Conflict Catcher 8.03 CC8-072-721-26769	
0000-02 Landmark MIS	General Counsel Paymentech Merchant Services, Inc. 1601 Elm Street, Suite 4700 Dallas, TX 75201 P: 214/849-3207	Merchant Credit Card Services Agreement dated October 28, 1998, between Paymentech Merchant Services, Inc. and Landmark Theatre Corp. Account No. Credit Card Service (Landmark)	Terminable by Silver upon thirty (30) days notice of non-renewal to Company
0000-02 Landmark MIS	MPO Videotonics Theatron Data Systems, Inc. 1167 Lawrence Drive Newbury Park, CA 91320 P: 805/499-8513	Account No. -- Varies by Theatre Point of Sale Software for all Landmark theatre locations except Landmark's Century Centre Cinema, Renaissance Place, Shattuck and Tivoli	
0000-02 Landmark MIS	Dencom Systems, Inc. P.O. Box 4050 Santa Monica, CA 90411-4050 P: 310/314-4150	Customer I.D. No. 1913 Telephone System Service	
0200-02 Shattuck Berkeley, CA	Brink's, Incorporated 3775 Alameda Avenue, Suite A Oakland, CA 94601 P: 510/535-4500 Contact: Kenneth White, Senior Account Executive	Contract Memorandum of Agreement dated April 7, 1999, between Brink's Incorporated and Landmark Theatres Account No. Secure transportation service	April 11, 2000; thereafter from year to year until cancelled by either party on thirty days written notice prior to any anniversary date thereof.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0200-02 Shattuck Berkeley, CA	Jani-King of California, Inc. 1981 North Broadway, Suite 380 Walnut Creek, CA 94596 Contact: Debbie Sinopoli	Jani-King Maintenance Agreement [not dated] between Jani-King of California, Inc., and Landmark Theater Corporation Account No. Janitorial Services	November 1, 2000. Renewal is automatic unless either party gives the other party written notice of termination at least thirty (30) days prior to the anniversary date.
0200-02 Shattuck Berkeley, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0200-02 Shattuck Berkeley, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing May, 1994 between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0200-02 Shattuck Berkeley, CA	Edwards, a Division of G.S. Building System Corp. 5653 Stoneridge Drive, #116 Pleasanton, CA 94588 P: 510/463-1208	Building System Services dated September 26, 1995, between Edwards, a Division of G.S. Building System Corp. and Landmark Theatre Corp. Account No. Fire Alarm System Testing & Maintenance	September 25, 1996; thereafter from year to year until cancelled by either party on thirty (30) days written notice prior to any anniversary date thereof.
0201-50 Metro 10 Seattle, WA	Safeco Insurance Company of America SAFECO Plaza Seattle, WA 98185 Contact: Bruce Houk	Agreement dated August 24, 1998 between Landmark Theatre Corp. and Safeco Insurance Company of America Account No. (1) Free parking for patrons of Metro Cinemas, and (2) Free rental of Neptune Theatre to Safeco	August 28, 1999; thereafter terminable by either party upon one hundred twenty (120) days prior written notice to the other party.
0201-50 Metro 10 Seattle, WA	Pro-Staff Mechanical, Inc. P.O. Box 33370 Seattle, WA 98125 P: 206/361-0071	Preventive Maintenance Agreement dated April 27, 1993, by and between Pro-Staff Mechanical Inc. and Landmark Theatre Corp., successor in interest to Seven Gables Corporation HVAC Maintenance Agreement #215 Semi-annual HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0201-50 Metro 10 Seattle, WA	Crowning Touch Building Maintenance, Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated January 1, 2000 between Crowning Touch Building Maintenance, Inc. and Landmark Theatre Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0202-02 Act I & II Berkeley, CA	Jani-King of California, Inc. 1981 North Broadway, Suite 380 Walnut Creek, CA 94596 Contact: Debbie Sinopoli	Jani-King Maintenance Agreement [not dated] between Jani-King of California, Inc. and Landmark Theatre Corp. Account No. Janitorial Services	November 1, 2000. Renewal is automatic unless either party gives the other party written notice of termination at least thirty (30) days prior to the anniversary date.
0202-02 Act I & II Berkeley, CA	Bay Alarm Co. 325 7 th Street Oakland, CA 94607 P: 510/452-3211	System Purchase Agreement dated December 8, 1999, between Bay Alarm Co. and Landmark Theatre Account No. Installation of Burglar Alarm Equipment	
0202-02 Act I & II Berkeley, CA	Bay Alarm Co. 325 7 th Street Oakland, CA 94607 P: 510/452-3211	Monitoring and/or Service Agreement dated December 8, 1998, between Bay Alarm Company and Landmark Theatre Account No. 859620 Maintenance and Monitoring Service of Burglar Alarm	
0202-02 Act I & II Berkeley, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997 between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0202-02 Act I & II Berkeley, CA	City Mechanical Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing May, 1994, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0203-02 Albany Albany, CA	Jani-King of California, Inc. 1981 North Broadway, Suite 380 Walnut Creek, CA 94596 Contact: Debbie Sinopoli	Jani-King Maintenance Agreement [not dated] between Jani-King of California, Inc. and Landmark Theatre Corp. Account No. Janitorial Services	November 1, 2000. Renewal is automatic unless either party gives the other party written notice of termination at least thirty (30) days prior to the anniversary date.
0203-02 Albany Albany, CA	Honeywell, Inc. 21270 Cabot Boulevard Hayward, CA 94545 P: 510/265-2018	Account No. 54477195 Agreement No. 746-01-09419 Fire Alarm Service	
0203-02 Albany Albany, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0203-02 Albany Albany, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing May, 1994, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0205-02 Piedmont Oakland, CA	Loomis Fargo & Co. 3200 Regatta Blvd., Bldg. B Richmond, CA 94804-4592 Contact: Joe Rowley, Branch Manager	Service Agreement dated December 13, 1999, between Loomis Fargo & Co., a Texas corporation, and Landmark Theatre Corp. Branch No. 1260 Account No. 749227 Shipping Services	Month-to-Month, until terminated by either party with thirty (30) days prior written notice to the other party.
0205-02 Piedmont Oakland, CA	Jani-King of California, Inc. 1981 North Broadway, Suite 380 Walnut Creek, CA 94596 Contact: Debbie Sinopoli	Jani-King Maintenance Agreement [not dated] between Jani-King of California, Inc. and Landmark Theatre Corp. Account No. Janitorial Services	November 1, 2000. Renewal is automatic unless either party gives the other party written notice of termination at least thirty (30) days prior to the anniversary date.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0205-02 Piedmont Oakland, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0205-02 Piedmont Oakland, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing May, 1994 between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0208-02 Westside Pavilion Los Angeles, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0209-02 NuArt Los Angeles, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0210-02 NuArt Los Angeles, CA	Rapidway Disposal P.O. Box 469 Venice, CA 90294 P: 310/393-8303	Service Agreement dated July 1, 1991, between Rapidway Disposal and NuArt Theatre Account No. Waste Removal and Disposal Services	June 30, 2000; thereafter successive three (3) year renewals are automatic unless terminated by either party by Certified Mail no later than sixty (60) days prior to the end of the applicable three year term
0210-02 NuWilshire Santa Monica, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0211-02 Rialto Los Angeles, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; Terminable by either party upon thirty (30) days prior written notice to the other party.
0211-02 Rialto Los Angeles, CA	South Pasadena Disposal 14048 Valley Boulevard P.O. Box 7029 City of Industry, CA 91744-9985 P: 818/336-3636	Non-Hazardous Water Removal and Disposal Agreement dated April 13, 1991, between South Pasadena Disposal Company and Rialto Theatre Account No. Waste Collection and Disposal Services	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0212-02 Aquarius Palo Alto, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0212-02 Aquarius Palo Alto, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0212-02 Aquarius Palo Alto, CA	Sergio M. Cabrera Janitorial	Service Agreement dated March 7, 2000, between Sergio M. Cabrera Janitorial and Landmark Theatre Corp. @ the Aquarius Account No. Janitorial Services	Month-to-Month. Terminable by Landmark upon thirty (30) days prior written notice to contractor.
0213-02 Guild Menlo Park, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month, Terminable by either party upon thirty (30) days prior written notice to the other party.
0213-02 Guild Menlo Park, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0213-02 Guild Menlo Park, CA	Sergio M. Cabrera Janitorial City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	Service Agreement dated March 7, 2000, between Sergio M. Cabrera Janitorial and Landmark Theatre Corp. @ the Guild Account No. Janitorial Services	Month-to-Month. Terminable by Landmark upon thirty (30) days prior written notice to contractor.
0214-02 Palo Alto Square Palo Alto, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0214-02 Palo Alto Square Palo Alto, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0214-02 Palo Alto Square Palo Alto, CA	Sergio M. Cabrera Janitorial	Service Agreement dated March 7, 2000, between Sergio M. Cabrera Janitorial and Landmark Theatre Corp. @ Palo Alto Square Account No. Janitorial Services	Month-to-Month. Terminable by Landmark upon thirty (30) days prior written notice to contractor.
0214-02 Palo Alto Square Palo Alto, CA	California Security Alarms, Inc. 1009 South Claremont Street San Mateo, CA 94402-1835	Leased Installation and Service Contract Renewal dated March 2, 2000, between California Security Alarms, Inc. and Palo Alto Square Theatre Account No. Burglar Alarm Services	
0215-02 Park Menlo Park, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0215-02 Park Menlo Park, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0215-02 Park Menlo Park, CA	Sergio M. Cabrera Janitorial	Service Agreement dated March 7, 2000, between Sergio M. Cabrera Janitorial and Landmark Theatre Corp. @ the Park Account No. Janitorial Services	Month-to-Month. Terminable by Landmark upon thirty (30) days prior written notice to contractor.
0218-02 Cove La Jolla, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0219-02 Hillcrest San Diego, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0219-02 Hillcrest San Diego, CA	Jackson & Blanc 1970 Columbia Street San Diego, CA 92101 P: 619/236-1121	Maintenance Agreement for Building Environmental Systems dated January 1, 1994, between Jackson & Blanc and Landmark Theatres Account No. Quarterly Service to HVAC	December 31, 2000; thereafter renewed automatically from year to year until either party shall give thirty (30) days' written notice to the other party prior to the anniversary date.
0219-02 Hillcrest San Diego, CA	Busy Bee Janitorial Service P.O. Box 3114 Everett, WA 98203 P: 206/337-0852	Bid Proposal dated October 22, 1991, by Busy Bee's Cinema Maintenance, Inc. Account No. Janitorial Service	
0220-02 Ken San Diego, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0220-02 Ken San Diego, CA	Jackson & Blanc P.O. Box 81426 San Diego, CA 92138 P: 619/236-1121	Maintenance Agreement for Building Environmental Systems dated January 1, 1994, between Jackson & Blanc and Landmark Theatres Account No. Agreement No. C2178 Quarterly HVAC Preventive Maintenance Service	December 31, 2000; thereafter renewed automatically from year to year until either party shall give thirty (30) days' written notice to the other party prior to the anniversary date.
0221-02 La Jolla Village La Jolla, CA	Southcoast Heating & Air Conditioning 4055 Oceanside Boulevard Oceanside, CA 92050 P: 619/530-1711	Preventive Maintenance Agreement dated October 1, 1997, between Southcoast Heating and Air Conditioning and Landmark Theatres Account No. HVAC Preventive Maintenance	Terminable by either party upon thirty (30) days prior written notice to the other party.
0221-02 La Jolla Village La Jolla, CA	Lloyd Pest Control 935 Sherman Street San Diego, CA 92110 P: 619/298-9865	Service Agreement dated August 1997, between Lloyd Pest Control and Landmark La Jolla Village 4 Account No. Pest Control Service	Month-to-Month; Terminable by either party upon prior written notice to the other party.
0221-02 La Jolla Village La Jolla, CA	Starnet 14640 Keswick Van Nuys, CA 91405 P: 800/245-4288	Starnet Location Agreement dated August 13, 1997, between Starnet and La Jolla Village Cinemas Account No. Installation, Operation and Service of Public Pay Telephones	
0221-02 La Jolla Village La Jolla, CA	SDA Security Systems, Inc. 12155 Magnolia Avenue, Suite 3-G P.O. Box 7729 Riverside, CA 92513-7729 P: 800/624-6571	Security Systems Service Agreement dated September 8, 1997, between SDA Security Systems, Inc. and Landmark Theatres Account No. Alarm System Services	
0221-02 La Jolla Village La Jolla, CA	Seena Theatre Enterprises, Inc. 1325-1/2 Wisconsin Avenue NW Washington, DC 20007	Landmark Theatre Corporation Temporary Revocable License [not dated] between Landmark Theatre Corp. and Seena Theatre Enterprises, Inc. Account No. Sunday Cinema Club October 8, 2000 through January 7, 2001	January 7, 2001
0222-02 Bridge San Francisco, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month; Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0222-02 Bridge San Francisco, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0222-02 Bridge San Francisco, CA	Maintenance Systems Management, Inc. 85 Bluxome Street, Suite 203 San Francisco, CA 94107-1605 P: 415/558-9946 Contact: Marc Lamboy	Service Agreement between Maintenance Systems Management, Inc. and Landmark Theatre Corporation - Bridge Theatre Account No. Janitorial Services	April 4, 2001; thereafter terminable by either party upon thirty (30) days prior written notice to the other party.
0223-02 Clay San Francisco, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0223-02 Clay San Francisco, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0223-02 Clay San Francisco, CA	Maintenance Systems Management, Inc. 85 Bluxome Street, Suite 203 San Francisco, CA 94107-1605 P: 415/558-9946 Contact: Marc Lamboy	Service Agreement dated September 15, 1999, between Maintenance Systems Management, Inc. and Clay Theatre Account No. Janitorial Services	September 30, 2000; thereafter terminable by either party upon thirty (30) days prior written notice to the other party.
0224-02 Embarcadero San Francisco, CA	Maintenance Systems Management, Inc. 444 De Haro Street, Suite 203 San Francisco, CA 94107 Contact: Marc Lamboy	Service Agreement dated April 13, 1996, between Maintenance Systems Management, Inc. and Landmark Theatre Corporation Account No. Janitorial Services	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0224-02 Embarcadero San Francisco, CA	Brink's Incorporated 3775 Alameda Avenue, Suite A Oakland, CA 94601 P: 510/436-3600 Contact: Kenneth White, Senior Account Executive	Contract Memorandum of Contract No. 627114 dated April 1, 1999, between Brink's Incorporated and Landmark Theatres Account No. Secure transportation service	May 31, 2000, and thereafter from year to year until cancelled by either party on thirty (30) days written notice prior to any anniversary date thereof.
0224-02 Embarcadero San Francisco, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0224-02 Embarcadero San Francisco, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing June, 1996, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0225-02 Lumiere San Francisco, CA	Alyce & Cliff's Janitorial P.O. Box 2852 Daly City, CA 94107	Janitorial Agreement dated December 1, 1999 (and all amendments, if any), between Alyce & Cliff's Janitorial and Landmark Theatre Corp. Account No. Janitorial Services	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0225-02 Lumiere San Francisco, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0225-02 Lumiere San Francisco, CA	Loomis Fargo & Co. 1060 Marin Street San Francisco, CA 94124 Contact: Howard J. Dikof, President Western Division	Service Agreement dated April 2, 1999, between Loomis Fargo & Co. and Landmark Theaters Account No. Armored Pick-up Service	April 1 2000, and thereafter from year to year until cancelled by either party on sixty (60) days written notice prior to any anniversary date thereof.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0225-02 Lumiere San Francisco, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC Preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0226-02 Opera Plaza, San Francisco, CA	Ecotech Pest Elimination P.O. Box 1418 Millbrae, CA 64030 P: 415/259-9891	Pest Elimination Agreement dated June 13, 1997, between Ecotech Pest Elimination and Landmark Theatres Account No. Pest Control Service	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0226-02 Opera Plaza, San Francisco, CA	Maintenance Systems Management, Inc. 444 De Haro Street, Suite 203 San Francisco, CA 94107 Contact: Marc Lamboy	Service Agreement between Maintenance Systems Management, Inc., and Landmark Theater Corporation Account No: Janitorial Services	
0226-02 Opera Plaza, San Francisco, CA	Loomis Fargo & Co. 1060 Marin Street San Francisco, CA 94124 Contact: Howard J. Ditkof, President Western Division	Service Agreement dated April 2, 1999, between Loomis Fargo & Co. and Landmark Theaters Account No. Armored Pick-up Service	April 1 2000, and thereafter from year to year until cancelled by either party on sixty (60) days written notice prior to any anniversary date thereof.
0226-02 Opera Plaza, San Francisco, CA	City Mechanical, Inc. 283 Harbor Way South San Francisco, CA 94080 P: 415/742-6380 Contact: Russell L. Will, Jr.	HVAC preventive Maintenance Agreement commencing April, 1993, between Landmark Theatre Corp. and City Mechanical, Inc. Account No. HVAC Preventive Maintenance	Month-to-Month. Terminable by either party upon thirty (30) days prior written notice to the other party.
0227-15 Chez Artiste Denver, CO	Gordon Sign Company 2930 West 9th Avenue P.O. Box 40311 Denver, CO 80204-0311	Renewal Agreement dated December 30 1999, between Gordon Sign Co. and Landmark Theatre Corp. Contract No. DL5571 Sign Rental	August 31, 2004

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0227-15 Chez Artiste Denver, CO	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0227-15 Chez Artiste Denver, CO	U.S. Industrial Air Conditioning, Inc. 851 A-9 Highway 224 Denver, CO 80229 P: 303/287-9825	Planned Maintenance Inspection Contract dated February 22, 1999, between U.S. Industrial Air Conditioning, Inc. and Landmark Theatre Account No.: Quarterly HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0228-15 Esquire Denver, CO	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0228-15 Esquire Denver, CO	U.S. Industrial Air Conditioning, Inc. 851 A-9 Highway 224 Denver, CO 80229 P: 303/287-9825	Planned Maintenance Inspection Contract dated June 12, 1996, between U.S. Industrial Air Conditioning, Inc. and Landmark Theatre Account No. Quarterly HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0228-15 Esquire Denver, CO	Security Link From Ameritech 8600 Park Meadows, Suite 100 LoneTree, CO 80124 P: 800/322-1892	Rider Alarm Services Agreement [not dated] between Security Link from Ameritech and Esquire Theater Account No. 1369510 Customer No. 13293 Fire Alarm Service	
0229-15 Mayan Denver, CO	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0229-15 Mayan Denver, CO	U.S. Industrial Air Conditioning, Inc. 851 A-9 Highway 224 Denver, CO 80229 P: 303/287-9825	Planned Maintenance Inspection Contract dated February 22, 1999, between U.S. Industrial Air Conditioning, Inc. and Landmark Theatre Account No. Quarterly HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.

TRADEMARK

REEL: 002862 FRAME: 0879

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0230-05 Canal Place New Orleans, LA	Top to Bottom Janitorial Service 7819 Airline Highway, Suites 211 A&B Metairie, LA 70003 P: 504/738-6300	Contract Agreement dated March 23, 2000, between Landmark Theatre Corp., in connection with its Canal Place Cinema, and Top to Bottom Janitorial Service Account No. N/A Janitorial Service	Terminable by Landmark upon thirty (30) days prior written notice.
0231-25 Kendall Square Cambridge, MA	Burlington Elevator Company, Inc. 17-A Clinton Drive Hollis, NH 03049 P: 603/889-4066 Tom Ward, President	Elevator Equipment Service Contract dated September 18, 1996, between Burlington Elevators Company, Inc. and Kendall Square Cinema Account No. Elevator Maintenance Contract	
0231-25 Kendall Square Cambridge, MA	Waltham Chemical Company P.O. Box 538 Waltham, MA 02254 P: 781/893-1810 Contact: Santo Salvatore	Commercial Service Agreement dated April 15, 1998, between Waltham Chemical Co. and Kendall Square Cinemas Account No. Pest Control Service	May be cancelled at any time by either party.
0231-25 Kendall Square Cambridge, MA	Waste Management of Massachusetts, Inc. 204 Merrimac Street Woburn, MA 01801 P: 781/933-2113	Service Agreement dated September 14, 1999, between Waste Management of Massachusetts, Inc. and Landmark Theatre Corp. Account No. 209-2408 Trash Disposal	
0231-25 Kendall Square Cambridge, MA	HFP Sprinkler of Natick, Inc. 6 Airport Road Hopedale, MA 01747 P: 508/478-8080	Inspection Contract #98476 between HFP Sprinkler of Natick, Inc. and Landmark Theatre Corp., d/b/a The Kendall Square Cinema Account No. Automatic Sprinkler System(s) Annual Inspection Service	Terminable by either party upon sixty (60) days prior written notice.
0232-28 Main Art Royal Oak, MI	CleanNet USA, Inc.	CleanNet USA Cleaning Service Agreement between CleanNet USA, Inc. and Main Art Theatre dated October 23, 1998, effective November 1, 1998 Account No. Cleaning Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0232-28 Main Art Royal Oak, MI	City Waste Systems, Inc. 245 East Walton Boulevard. Pontiac, MI 48340-1270 P: 810/334-9444	Service Agreement No. 35263 dated June 26, 1997, between City Waste Systems, Inc. and Landmark Theatre Corp. (Main Art Theatre) Account No. Trash Disposal	

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0233-29 Lagoon Minneapolis, MN	Access Lifts Inc. 3245 Sibley Memorial Highway Eagan, MN 55121 P: 612/688-9222	Job No. M1821Q Maintenance Inspection Contract Package #2 dated December 12, 1996 between Access Lifts, Inc. and Landmark Theatre Corp. d/b/a Lagoon Cinemas Account no. Dumbwaiter maintenance inspection service	Month-to-Month until terminated by either party within ninety (90) days prior written notice to the other party.
0233-29 Lagoon Minneapolis, MN	B.F.I. of Minnesota, Inc. P.O. Box 1440 Minneapolis, MN 55440	Service Agreement dated February 2, 1995, between Browning-Ferris Industries of Minnesota, Inc. and Landmark Theatre Corp. d/b/a The Lagoon Cinemas Account No. Trash Removal	February 1, 2001; thereafter automatic renewal for successive three (3) year terms unless either party shall given written notice of termination by certified mail to the other at least sixty (60) days prior to the initial term or any renewal term.
0233-29 Lagoon Minneapolis, MN	Thermex Corporation 3529 Raleigh Avenue South Minneapolis, MN 55416-2625 P: 952/922-0606 Contact: Charlie Kistler	Updated Air Conditioning and Heating Maintenance and Service Agreement dated June 17, 1996, between Thermex Corporation and Lagoon Theatre Customer #LAG100 Contract #1320LAGOON HVAC Preventive Maintenance	Terminable by either party upon thirty (30) days prior written notice to the other party.
0233-29 Lagoon Minneapolis, MN	Plunkett's Pest Control, Inc. 2828 11th Avenue South Minneapolis, MN 55407-1313 P: 612/871-7100	Pest Control Service Proposal dated January 25, 1995, between Plunkett's Pest Control, Inc. and Lagoon Cinema Account No. Pest Control	Month-to-Month; terminable by either party upon sixty (60) days prior written notice to the other party.
0233-29 Lagoon Minneapolis, MN	Media Technology Source, Inc. 10501 Florida Avenue South Minneapolis, MN 55438 P: 612/829-0161	Agreement [not dated] between MTS Northwest Sound, Inc. and Customer Customer No. 120143 Maintenance service on projection and sound equipment	Terminable by either party upon thirty (30) days prior written notice to the other party.
0233-29 Lagoon Minneapolis, MN	V.A.S. Cleaning Service, Inc. P.O. Box 22486 Robbinsdale, MN 55422 P: 612/971-0286	V.A.S. Cleaning Service, Inc. Contract Agreement dated July 1, 1998, between Landmark Corp. and V.A.S. Cleaning Service, Inc. Account No. 41-1855681 Janitorial Service	July 1, 1999; thereafter from year to year unless either party gives the other thirty (30) days written notice prior to the completion of any term.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0234-29 Uptown Minneapolis, MN	NS/I Mechanical Contracting Co. 2300 Territorial Road St. Paul, MN 55114-1614 P: 651/646-8677 Contract: Fred Williamson	Account No. HVAC Preventative Maintenance	Terminable by either party upon thirty (30) days prior written notice to the other party.
0234-29 Uptown Minneapolis, MN	Plunkett's Pest Control, Inc. 2828 11th Avenue South Minneapolis, MN 55407-1313 P: 612/871-7100	Pest Control Service Proposal accepted September 28, 1998, and effective October 1, 1998 Account No. Pest Control Service	Month-to-Month until terminated by either party with sixty (60) days prior written notice to the other party.
0234-29 Uptown Minneapolis, MN	Media Technology Source, Inc. 10501 Florida Avenue South Minneapolis, MN 55438 P: 612/829-0161	Agreement [not dated] between MTS Northwest Sound, Inc. and Customer Customer No. 120142 Maintenance service on projection and sound equipment	Terminable by either party upon thirty (30) days prior written notice to the other party.
0234-29 Uptown Minneapolis, MN	V.A.S. Cleaning Service, Inc. P.O. Box 22486 Robbinsdale, MN 55422 P: 612/971-0286	V.A.S. Cleaning Service, Inc. Contract Agreement dated July 1, 1998, between Landmark Corp. and V.A.S. Cleaning Service, Inc. Account No. 41-1855681 Janitorial Service	July 1, 1999; thereafter from year to year unless either party gives the other thirty (30) days written notice prior to the completion of any term.
0236-01 Inwood Dallas, TX	ASC Technical Services Corporation 675 N. Glenville Drive, Suite 145 Richardson, TX 75081 P.O. Box 851625 Richardson, TX 75085 P: 214/437-2160 Contact: Bruce Schroeder, Director of Field Operations	Summary of Terms and Conditions Limited Call Agreement dated September 27, 1994, between Landmark Theatre Corporation and ASC Technical Services Corporation Account No. Maintenance Service on projection and sound equipment	Terminable by either party upon thirty (30) days prior written notice to the other party.
0236-01 Inwood Dallas, TX	G&G Janitorial Services P.O. Box 105 De Soto, TX 75115	Agreement dated September 22, 1999, between G&G Janitorial Services and Inwood Theatre Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0227-01 Greenway Houston, TX	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0238-01 River Oaks Houston, TX	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0239-50 Broadway Market Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated February 3, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatre Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0239-50 Broadway Market Seattle, WA	Pro-Staff Mechanical Inc. P.O. Box 33370 Seattle, WA 98125 P: 206/361-0071	Preventive Maintenance Agreement dated April 27, 1993, by and between Pro-Staff Mechanical Inc. and Landmark Theatre Corp., successor in interest to Seven Gables Corporation HVAC Maintenance Agreement #215 Semi-annual HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0240-50 Crest Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0241-50 Egyptian Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0242-50 Guild 45 th Seattle, WA	Pro-Staff Mechanical, Inc. P.O. Box 33370 Seattle, WA 98125 P: 206/361-0071	Preventive Maintenance Agreement dated April 27, 1993, by and between Pro-Staff Mechanical Inc. and Landmark Theatre Corp., successor in interest to Seven Gables Corporation HVAC Maintenance Agreement #215 Semi-annual HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0242-50 Guild 45 th Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0243-50 Harvard Exit Seattle, WA	Pro-Staff Mechanical Inc. P.O. Box 33370 Seattle, WA 98125 P: 206/361-0071	Preventive Maintenance Agreement dated April 27, 1993, by and between Pro-Staff Mechanical Inc. and Landmark Theatre Corp., successor in interest to Seven Gables Corporation HVAC Maintenance Agreement #215 Semi-annual HVAC Preventive Maintenance Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0243-50 Harvard Exit Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0244-50 Neptune Seattle, WA	Safeco Insurance Company of America SAFECO Plaza Seattle, WA 98185 Contact: Bruce Houk, Director, Corporate Real Estate	Agreement dated August 24, 1998 between Landmark Theatre Corp. and Safeco Insurance Company of America Account No. (1) Free parking for patrons of Metro Cinemas, and (2) Free rental of Neptune Theatre to Safeco	August 28, 1999; thereafter terminable by either party upon one hundred twenty (120) days prior written notice to the other party.
0244-50 Neptune Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0245-50 Seven Gables Seattle, WA	Pro-Staff Mechanical, Inc. P.O. Box 33370 Seattle, WA 98125 P: 206/361-0071	Preventive Maintenance Agreement dated April 27, 1993, by and between Pro-Staff Mechanical Inc. and Landmark Theatre Corp., successor in interest to Seven Gables Corporation HVAC Maintenance Agreement #215	Terminable by either party upon thirty (30) days prior written notice to the other party.
0245-50 Seven Gables Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Semi-annual HVAC Preventive Maintenance Service Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0246-50 Varsity Seattle, WA	Pro-Staff Mechanical, Inc. P.O. Box 33370 Seattle, WA 98125 P: 206/361-0071	Preventive Maintenance Agreement dated April 27, 1993, by and between Pro-Staff Mechanical Inc. and Landmark Theatre Corp., successor in interest to Seven Gables Corporation HVAC Maintenance Agreement #215	Terminable by either party upon thirty (30) days prior written notice to the other party.
0246-50 Varsity Seattle, WA	Crowning Touch Building Maintenance Inc. P.O. Box 3147 Ogden, UT 84409 P: 801/476-1384 Contact: De Esta Gregory	Semi-annual HVAC Preventive Maintenance Service Janitorial Agreement dated January 1, 2000, between Crowning Touch Building Maintenance Inc. and Landmark Theatres Corp. Account No. Janitorial Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0247-51 Downer Milwaukee, WI	Media Technology Source, Inc. 10501 Florida Avenue South Minneapolis, MN 55438 P: 612/829-0161	Agreement between MTS Northwest Sound, Inc. and Landmark Theatre Corp. Customer No. 120139 Maintenance service on projection and sound equipment	
0247-51 Downer Milwaukee, WI	Blue Moon Cleaning Services, Inc. 9008 West Butleigh Street Milwaukee, WI 53222 P: 414/875-9400 Contact: Russell R. Schattschneider, President	General Contract for Services effective as of January 31, 2000, by and between Landmark Theatre Corp. d/b/a The Downer Theatre and Blue Moon Cleaning Services, Inc. Account No. Cleaning Services	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0247-51 Downer Milwaukee, WI	Zien Heating and Air Conditioning 3111 West Mill Road Milwaukee, WI 53209 P: 414/351-8700 Contact: Kevin R. Jaqua, Service Manager	Service Contract dated September 4, 1992, between Zien Heating & Air Conditioning, Inc. and Landmark Theatre Corp. Account No. HVAC Maintenance Contract	
0247-51 Downer Milwaukee, WI	Orkin Exterminating Company, Inc.	Industrial-Commercial Institutional Pest Control Service Agreement between Orkin Exterminating Company, Inc. and Landmark Downer Theatre Account No. <u>Pest Control Service Agreement</u>	
0247-51 Downer Milwaukee, WI	BFI Waste Systems (Town & Country Waste Service Inc.)	Service Agreement between Town & Country Waste Service, Inc. and Downer Theatre Account No. 6052704 <u>Pest Control Service Agreement</u>	
0248-51 The Oriental Milwaukee, WI	Media Technology Source, Inc. 10501 Florida Avenue South Minneapolis, MN 55438 P: 612/829-0161	Agreement between MTS Northwest Sound, Inc. and Landmark Theatre Corp. Customer No. 120140 Maintenance service on projection and sound equipment	
0248-51 The Oriental Milwaukee, WI	MTS Northwest Sound, Inc.	Agreement between MTS Northwest Sound, Inc. and Landmark Theatre Corp. Customer No. Maintenance service on projection and sound equipment	
0248-51 The Oriental Milwaukee, WI	Blue Moon Cleaning Services, Inc. 9008 West Burleigh Street Milwaukee, WI 53222 P: 414/875-9400 Contact: Russell R. Schattschneider, President	General Contract for Services effective as of January 31, 2000, by and between Landmark Theatre Corp. d/b/a The Oriental Theatre and Blue Moon Cleaning Services, Inc. Account No. Cleaning Services	Terminable by either party upon thirty (30) days prior written notice to the other party.
0248-51 The Oriental Milwaukee, WI	Orkin Exterminating Company, Inc.	Industrial-Commercial Institutional Pest Control Service Agreement dated February 1, 1996 between Orkin Exterminating Company, Inc. and Oriental Landmark Theatre Account No. <u>Pest Control Service Agreement</u>	Month-To-Month until terminated by either party with thirty (30) days prior written notice to the other party.

EXHIBIT A, PART I: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0248-51 The Oriental Milwaukee, WI	Kimball Theatre Organ Society, Inc. 5179 West Fairy Chasm Road Brown Deer, WI Milwaukee Technical High School Organ Club 319 West Virginia Street Milwaukee, WI Pritchett Brothers c/o REM Enterprises 767 West Windlake Avenue Milwaukee, WI 53204	Agreement dated 1984 among Kimball Theatre Organ Society, Inc., a non-profit Wisconsin corporation, Milwaukee Technical High School Organ Club, an unincorporated association, Pritchett Brothers, a Wisconsin partnership, and Landmark Theatres, Inc., a Wisconsin corporation Installation, Maintenance and Protection of Organ	Terminable upon nine (9) months written notice by any party.
0249-25 Embassy Waltham, MA	Waltham Chemical Co. P.O. Box 538 Waltham, MA P: 781/893-1810	Commercial Service Agreement dated April 15, 1998, between Waltham Chemical Co. and Embassy Cinema Account No. Pest Control Service	May be cancelled at any time by either party
0249-25 Embassy Waltham, MA	Sensible Systems Inc. 162 Industrial Boulevard, Unit 2B Hanson, MA 02341 P: 781/447-0220 Glenn Wiley, Vice President BFI	Letter dated October 26, 1998 Account No. HVAC Preventive Maintenance	
0249-25 Embassy Waltham, MA		Service Agreement dated February 17, 1999, between BFI and Embassy Theatre Account No. Trash Removal	February 25, 2002; thereafter agreement shall be automatically renewed for successive three (3) year terms unless either party shall give written notice of termination by certified mail to the other at least sixty (60) days prior to the initial or successive termination date.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0249-25 Embassy Waltham, MA	HFP Sprinkler of Natick, Inc. 6 Airport Road Hopedale, MA 01747 P: 508/478-8080	Inspection Contract #98477 between HFP Sprinkler of Natick, Inc. and Landmark Theatre Corp., d/b/a Embassy Cinema Account No. Automatic Sprinkler System(s) Annual Inspection Service	Terminable by either party upon sixty (60) days prior written notice.
0250-30 Plaza Frontenac St. Louis, MO	C.E. Jarrell Contracting Company 4208 Rider Trail North Earth City, MO 63045 P: 314/291-0100 Contact: Joe Dryer	Preventive Maintenance Service Agreement dated November 4, 1999, between Charles E. Jarrell Contracting Company, Inc. and Landmark Theater Plaza Frontenac	
0250-30 Plaza Frontenac St. Louis, MO	Custom Home Elevators of St. Louis, Inc. 8582 St. Charles Roack Road P.O. Box 2426 St. Louis, MO 63114-0426 P: 314/423-1620 Contact: Elaine R. Ferguson	Preventive Maintenance Agreement between Landmark Theatre Corp. d.b.a. Plaza Frontenac Cinema and Custom Home Elevators of St. Louis, Inc. Account No. Elevator Maintenance Service Agreement	
0250-30 Plaza Frontenac St. Louis, MO	Spann Building Maintenance Company 3130 Gravois Avenue St. Louis, MO 63118 Contact: John M. Keller, Operations Manager	Spann Building Maintenance Company Service Agreement dated January 4, 2000, between Spann Building Maintenance Company, a Missouri corporation, and Landmark Theatre Corp. Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0250-30 Plaza Frontenac St. Louis, MO	St. Louis Business Products, Inc. 3001 South Hanley Road St. Louis, MO 63142 P: 314/647-5660	Parts and Labor - Maintenance Contract dated April 28, 1998, for Plaza Frontenac Cinema's CopyStar CS-1435 Account No. P3733 Maintenance CopyStar CS 1435 #46161132	
0252-21 Landmark's Century Centre Cinema Chicago, IL	Leopardo Companies, Inc. 115 North Brandon Drive Glendale Heights, IL 60139 P: 630/894-7200	Standard Form of Agreement between Owner and Contractor where the basis of payment Guaranteed Maximum Price dated as of January 8, 1999 between Century, LLC ("Fee Owner"), Silver Cinemas, Inc. ("Tenant"), and Leopardo Companies, Inc. ("Contractor") Account No. General Contractor	

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0252-21 Landmark's Century Centre Cinema Chicago, IL	Kohlman-Hill Incorporated 4241 Ravenswood Avenue Chicago, IL 60613 P: 773/404-3000	Service Agreement Proposal dated April 17, 2000 Account No. Quarterly HVAC Preventive Maintenance	April 30, 2001; thereafter renewed automatically from year to year until either party shall give thirty (30) days' written notice to the other party.
0252-21 Landmark's Century Centre Cinema Chicago, IL	Xerox Corp.	Account No. Equipment Lease	
0252-21 Landmark's Century Centre Cinema Chicago, IL	National Waste Services, Inc. 2608 South Damen Avenue Chicago, IL 60608 P: 773/579-3600 Contact: Lisa Krajcik	Customer Service Agreement No. 31885 dated March 3, 2000, between National Waste Services, Inc. and Landmark Theatre Corp. Account No. 13257 Trash Disposal	
0252-21 Landmark's Century Centre Cinema Chicago, IL	ADT Security Services, Inc. 361 South Frontage Road, Suite 124 Burr Ridge, IL 60521 P: 630/654-8280	Commercial Sales Proposal/Agreement dated February 16, 2000, between ADT Security Services, Inc. and Landmark Cinemas Customer No. 21535 Security System Installation and Maintenance; Signal Receiving and Notification Service	
0252-21 Landmark's Century Centre Cinema Chicago, IL	ADT Security Services, Inc. 361 South Frontage Road, Suite 124 Burr Ridge, IL 60521 P: 630/654-8280	Commercial Sales Proposal/Agreement dated February 16, 2000, between ADT Security Services, Inc. and Landmark Cinemas Customer No. 21535 Installation and Maintenance Service for Security Cameras	
0253-02 Fine Arts Beverly Hills, CA	Cecchi Gori USA, Inc. 11990 San Vicente Boulevard, Suite 200 Los Angeles, CA 90049 Attn: Claire C. Ambrosio P: 310/442-4777	Cecchi Gori Fine Arts Theatre 8556 Wilshire Boulevard Beverly Hills, CA 90211 Management Agreement dated April 24, 1998 (and all amendments, if any), by and between Landmark Theatre Corp., a Delaware corporation (as LTC) and Penamerica Communications, Inc., a California corporation (as Owner)	June 18, 1999; Month- to-Month with sixty (60) days termination notice

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0253-02 Fine Arts Beverly Hills, CA	National Cinema Service Corp. P.O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated January 1, 1997, between National Cinema Service Corp. and Landmark Theatres Account No. Projection Booth Preventive Maintenance and Emergency Service	December 31, 1999. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0253-02 Fine Arts Beverly Hills, CA	Oceanside Waste and Recycling Services 15045 Salt Lake Avenue P.O. Box 90010 City of Industry, CA 91715-0010 P: 310/859-1600	Service Agreement dated September 3, 1998, between Oceanside Waste & Recycling Services and Landmark Account No. 1559280 Waste Removal and Disposal Services	June 30, 2001; thereafter successive three (3) year renewals are automatic unless terminated by either party by Certified Mail no later than sixty (60) days prior to the end of the applicable three year term.
0253-02 Fine Arts Beverly Hills, CA	The Valometer Company, Inc. 4881 Topanga Canyon Boulevard, Suite 200 Woodland Hills, CA 91364 P: 818/348-2384	Lease Renewal dated February 3, 2000 between The Valometer Company, Inc. and Landmark - Fine Arts Theater (Not signed) Account No. L-201 Leased Equipment: Ascending (ABM 6) metered validation dispenser	December 31, 2000. Renewal is automatic unless either party gives the other party written notice of termination, or change in rates, terms and conditions, at least sixty (60) days prior to the renewal date. During renewal term, written requests for early termination shall be effective sixty (60) days after receipt, subject to additional charges equal to 40% of the total extended term rental payable to the effective date of termination.

EXHIBIT A, PART 1: LIST OF ASSUMED CONTRACTS FOR LANDMARK THEATRE CORP.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0257-21 Renaissance Place Highland Park, IL	ADT Security Services, Inc. 1330 River Bend Drive Dallas, TX 75247	Commercial Sales Proposal/Agreement dated October 12, 1999 between ADT Security Systems, Inc. and Highland Park Theatre Account No. Installation, Maintenance, and Monitoring Services for Burglar Alarm	
0257-21 Renaissance Place Highland Park, IL	ADT Security Services, Inc. 361 South Frontage Road, Suite 124 Burr Ridge, IL 60521	Commercial Sales Proposal/Agreement dated April 6, 2000, between ADT Security Systems, Inc. and Silver Cinema Highland Park Account No. Installation, Maintenance, and Monitoring Service for Burglar Alarm	
0257-21 Renaissance Place Highland Park, IL	ADT Security Services, Inc. 1330 River Bend Drive Dallas, TX 75247	Commercial Sales Proposal/Agreement dated October 12, 1999 between ADT Security Systems, Inc. and Highland Park Theatre Account No. Installation and Maintenance Service for Security Cameras	
0257-21 Renaissance Place Highland Park, IL	ADT Security Services, Inc. 361 South Frontage Road, Suite 124 Burr Ridge, IL 60521	Commercial Sales Proposal/Agreement dated April 6, 2000, between ADT Security Systems, Inc. and Silver Cinema Highland Park Account No. Installation and Maintenance Service for Security Cameras	
0258-30 Tivoli Theatre St. Louis, MO	ADT Security Services, Inc. 525 South Broadway St. Louis, MO 63104	Commercial Sales Proposal/Agreement dated July 14, 1999 effective July 1, 1999 Account No. Fire and Burglar Alarm Services	June 30, 2004; thereafter agreement shall be automatically renewable yearly unless terminated by other party upon written notice at least thirty (30) days prior to the anniversary date Until either party cancels
0258-30 Tivoli Theatre St. Louis, MO	Temperature Control Systems 5507 Gravois Road St. Louis, MO 63123 P: 314/351-5400	Heating & Air Conditioning Maintenance & Inspection Agreement commencing August, 1999 Account No. HVAC Maintenance Agreement	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 Concessions	Pepsi-Cola Company One Pepsi Way Somers, NY 10589-2201 P: Contact: Mr. Joseph Juliano	Letter Agreement dated March 11, 1998, between Pepsi-Cola Company, a division of PepsiCo, Inc., on its own behalf and on behalf of the Pepsi/Lipton Tea Partnership, and Silver Cinemas, Inc. Account No. (Concession Beverage)	March 31, 2003
0000-01 Concessions	Pepsi-Cola Company One Pepsi Way Somers, NY 10589-2201 P: Contact: Mr. Joseph Juliano	Addendum to Pepsi-Cola Agreement, Rolling Stock Funds, dated July 1, 1998, between Pepsi-Cola Company and Silver Cinemas, Inc. Account No. Advertising Funds	Terminable by either party upon ninety (90) days prior written notice to the other party.
0000-01 Concessions	Dr Pepper/Seven Up, Inc. P.O. Box 869077 Plano, TX 75086-9077 P: 972/673-7000 Contact: Kim Yee, Asst. General Counsel	Agreement dated January 27, 1999, between Dr Pepper/Seven Up, Inc. and Silver Cinemas, Inc. Account No. (Concession Beverage)	December 31, 2002
unknown	Outbound Services, Inc.	Professional Services Agreement effective as of December 1, 2000 between Outbound Services, Inc. and Silver Cinemas, Inc.	November 30, 2002; thereafter automatic renewal for one year. Terminable by either party upon sixty (60) days prior written notice to the other party.
0000-01 Finance	General Counsel Paymentech Merchant Services, Inc. 1601 Elm Street, Suite 4700 Dallas, TX 75201 P: 214/849-3207	Merchant Credit Card Services Agreement dated April 29, 1998, between Paymentech Merchant Services, Inc. and Silver Cinemas, Inc. (dba Courtland Center) (Not signed by Paymentech) Account No. Credit Card Service (All Silver?)	Terminable by Silver upon thirty (30) days notice of non-renewal to Company.
0000-01 Finance	CCSE Express Card Capture Services, Inc. Attn: Legal Department 13190 SW 68 th Parkway, Suite 200 Portland, OR 97223 P: 800/793-8366	ATM Placement Agreement dated July 30, 1999, between Card Capture Services, Inc. and Silver Cinemas, Inc. with Revised First Addendum to ATM Placement Agreement dated February 11, 2000 Account No. ATM Equipment and Services supplied to the Embarcadero, Kendall Square, Lagoon and Metro theatres	The lesser of (a) a term of five (5) years from the date of the first ATM installation, or (b) as to individual ATMs, the remaining term, including extension, or the property lease for each applicable ATM location.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 MIS	MCI Business Markets - Dallas 13155 Noel Road, Suite 1400 Dallas, TX 75240-5055 P: 800/999-6241	Network MCI One Agreement dated August 31, 1998, between MCI Telecommunications Corporation and Silver Cinemas, Inc. [Not signed by MCI] Account No. Long Distance Service	Three year term [need start date]
0000-01 MIS	MCI Business Markets - Dallas 13155 Noel Road, Suite 1400 Dallas, TX 75240-5055 P: 800/999-6241	MCI Hyperstream Frame Relay Pricing Plan Agreement and Enrollment Form dated March 7, 1999, between MCI and Silver Cinemas, Inc. MCI Mega ID: 02559948	Three year term -- March 6, 2001 [confirm start date]
0000-01 MIS	MCI Business Markets - Dallas 13155 Noel Road, Suite 1400 Dallas, TX 75240-5055 P: 800/999-6241	Agreement dated May 26, 1998, between MCI and Silver Cinemas, Inc. Account No. MCI Pager Lease	May 24, 1999; thereafter Month-to-Month
0000-01 MIS	Symantic 175 West Broadway Eugene, OR 97401 P: 541/34-3322	Software License and Warranty dated January 13, 2000, between Symantec Corporation and Silver Cinemas, Inc. Certificate #309075 PC Anywhere 9.0 Host and Remote (3 copies) PC Anywhere 9.0 Host only (27 copies)	Not noted.
0000-01 MIS	Rasmussen Software 10240 SW Nibus, Suite L9 Portland, OR 97223 P: 503/624-0760 Contact:	Software License dated June 22, 1999, between Rasmussen Software and Silver Cinemas, Inc. Serial No. 45150 Anziolite (4 copies)	Not noted.
0000-01 MIS	Microsoft Corp. One Microsoft Way Redmond, WA 98052-6399 P: 425.882.8080	Microsoft Open License Agreement No. 12099663 Microsoft Office Professional 2000 Win32 English v. 2000 Product No. 269-02644 (17 copies) Microsoft Office Professional 2000 Win 32 English Competitive Upgrade v. 2000 Product No. 02637 (20 copies)	January 31, 2002 Maintenance Coverage

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 MIS	Microsoft Corp. One Microsoft Way Redmond, WA 98052-6399 P: 425.882.8080	Microsoft Open License Agreement No. 12110448 Microsoft Windows 3.11 English v. 3.11 Product No. 050S050V3DLPI3 (40 copies) Microsoft Windows 98 English VUP v. 98 Product No. 730-00366 (79 copies) Mars Software License, Warranty and Service Agreement dated * between * and * for * theatres Account No. * Landmark Point of Sale Software for Landmark's Century Centre Cinema, Renaissance Place, Shattuck, and Tivoli theatres	January 31, 2002 Maintenance Coverage
0000-01 MIS	AOL Moviefone 333 Westchester Avenue White Plains, NY 10604 P: 914/872-0333	[Need Contract] Account No. Moviefone Service (6-7 Landmark theatres; -0- Silver theatres)	"The warranty period for the Software will begin on the date the Software is installed in the Theater and continue for 90 days (the "Warranty Period"). The initial service term will begin upon the expiration of the Warranty Period and continue for four (4) years. The service term will thereafter automatically renew for successive one (1) year terms unless Exhibitor or MFI gives notice to the other of its intention not to renew this Agreement not less than 45 days prior to expiration of the then current term."
0000-01 MIS	AOL Moviefone 333 Westchester Avenue White Plains, NY 10604 P: 914/872-0333 Contact: Internet, Inc. 811 Alpha Drive, Suite 331 Richardson, TX 75081 P: 972/783-0066 Contact:	Service Agreement dated September 9, 1998, between Internet, Inc. and Silver Cinemas, Inc. Account No. Internet Access	Terminable upon sixty (60) days written notice by Silver to Internet, Inc.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 MIS	Great Plains Software 1701 Southwest 38 th Street Fargo, ND 58103 P: 701/281-0550 Contact: Jeff Young, VP Global Product Development	Software License Agreement and Registration Information between Encore Entertainment, Inc. and Great Plains Software, Inc. [not dated or signed; w/registration notice] Account No. 3065631 Serial No. FX067051202168098 (8 users) Accounting Software	Termination effective upon return of all copies of the software and documentation to Great Plains.
0000-01 MIS	Crain/Atlanta, Inc. DeKalb Oaks, Suite 250 2786 North Decatur Road Decatur, GA 30033 P: Contact: Ken Crain, President	Multiple Locations Software License Agreement (effective for each location when license fees for that location have been paid in full between Crain/Atlanta, Inc. and Silver Cinemas Inc. Agreement No. TTS 134 Multiple site agreement for theatre ticketing system	Licensee may terminate license by giving notice of termination to Crain and returning all copies of all or any part of the software in licensees' possession or control.
0000-01 MIS	Crain/Atlanta, Inc. DeKalb Oaks, Suite 250 2786 North Decatur Road Decatur, GA 30033 P: Contact: Ken Crain, President	Multiple Locations Software License Agreement (effective for each location when license fees for that location have been paid in full) between Crain/Atlanta, Inc. and Silver Cinemas Agreement No. TTS148 Multiple site agreement for theatre ticketing system	Licensee may terminate license by giving notice of termination to Crain and returning all copies of all or any part of the software in licensees' possession or control.
0000-01 Administration	Crain/Atlanta, Inc. Airborne Freight Corporation 3101 Western Avenue Seattle, WA 98121 P: 800/426-2323	Libra Agreement dated October 12, 1998, between Airborne Freight Corporation, d/b/a Airborne Express, and Silver Cinema/Landmark Theater Account No. 164683119 Delivery Service	Not noted
0000-01 Administration	Airborne Freight Corporation 3101 Western Avenue Seattle, WA 98121 P: 800/426-2323	Libra Equipment Contract dated October 12, 1998, between Airborne Freight Corporation and Silver Cinema/Landmark Account No. 164683119 Delivery service on-site equipment	At any time.
0000-01 Administration	Federal Express Corporation [Address] P:	Master Powership Agreement dated June 8, 1998, between Federal Express Corporation and Silver Cinemas Account No. 204294917 License to use Powership 2 and Scale Equipment	Terminable by either party upon written notice.
0000-01 Administration	Neopost Inc. 30955 Huntwood Avenue Hayward, CA 94544-7084 P: 510/489-6800	Agreement dated February 5, 1999, between Neopost Leasing (Lessor)/Neopost (Seller) and Silver Cinemas, Inc. Lease No. 99021542 Customer No. 42053414 Mailroom Equipment Lease	April 11, 2004; thereafter automatic renewal for successive periods of six (6) months unless Silver send written notice thirty (30) days prior to maturity.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 Administration	Neopost Inc. 30955 Huntwood Avenue Hayward, CA 94544-7084 P: 510/489-6800	Postage Meter License #50265820552 dated February 22, 1999 Account No. 67869707 Model SM75 Postage Meter	Not noted.
0000-01 Administration	Watson & Taylor Mini Storage 4015 Bellline Road Dallas, TX 75244 P: 972/386-7060	Monthly Rental Agreement dated July 1, 1998, between Watson & Taylor Management Inc. and Silver Cinemas, Inc. Account No. Corporate Office Storage Facility	Month to Month; terminable upon ten (10) days prior written notice from Silver to W&T
0000-01 Administration	Dallas Secured Record Storage 6200 Denton Street Dallas, TX 75235 P: 214/350-5445	[Need Contract] Account No. Corporate Office File Storage	
0000-01 Administration	ASI Copier & Fax Solutions 15160 Marsh Lane Dallas, TX 75234-2697 P: 972/888-1500	Equipment Service Maintenance Agreement dated December 9, 1998, between Acquisition Specialists, Inc. and Silver Cinemas, Inc. Account No. Maintenance on Okidata Fax, Serial #712A9000732	December 6, 1999; thereafter automatically renewed for one (1) year periods unless termination is provided in writing thirty (30) days prior to the end of the initial or any renewal term
0000-01 Administration	ASI Copier & Fax Solutions 15160 Marsh Lane Dallas, TX 75234-2697 P: 972/888-1500 Contact:	ASI Pro-Tech S Agreement dated September 1, 1998, between Acquisition Specialists, Inc. and Silver Cinemas, Inc. Account No. Maintenance on Canon Copier, Serial #CWN01445 and Gestetner Copier, Serial #AG8020108	September 1, 1999; thereafter automatically renewed for one (1) year periods unless termination is provided in writing thirty (30) days prior to the end of the initial or any renewal term
0000-01 Administration	ASI Copier & Fax Solutions 15160 Marsh Lane Dallas, TX 75234-2697 P: 972/888-1500 Contact:	Lease Agreement dated August 21, 1998, between AT&T Capital Leasing Services, Inc. and Silver Cinemas, Inc. [Not executed on behalf of AT&T] Customer No. 300-0257775-000 Lease for Gestetner Copier, Serial #AG8020108	August 31, 2001
0000-01 Administration	Newcourt Financial 1769 Paragon Drive, Suite 100 Memphis, TN 38132 P: 877/805-3694 Contact:	Newcourt Leasing Corporation Contract #300-0257775-000 Gestetner 3240 Digital Copier Old Lease No. 687897 Serial No. A698002108 Equipment location 4004 Beltline Rd., #205, Dallas, TX 75244	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 Administration	Aramark Refreshment Services, Inc. 2120 Hutton, Suite 100 Carrollton, TX 75006 P: 972/241-0351	Beverage Service Agreement dated September 15, 1999, between Silver Cinemas and Aramark Refreshment Services, Inc. Account No. 45053 Coffee Equipment Lease	September 14, 2000; terminable by Silver upon 30 days written notice.
0000-01 Human Resources	Payroll Central 3198 Royal Lane, Suite 150 Dallas, TX 75229-3798 P: 214/654-0000 W. Collier Barnett, President	Price Protection Guarantee dated August 17, 1999, between Silver Cinemas, Inc. and Payroll Central, Inc. Account No. Payroll processing Service	Terminable by either party upon thirty (30) days prior written notice to other party.
		Power of Attorney and Declaration of Representative dated January 20, 2000 from Landmark Theatres in favor of Payroll Central, Inc. (to represent taxpayer(s) before the IRS for the following tax matters: (1) all Federal Payroll Taxes (941, 940, W-2, W-3, 1099, 1096); and (2) State Payroll Taxes for All States (State Income Tax Withholding, Unemployment & Disability Taxes from 2000 - 2003)	
		Power of Attorney and Declaration of Representative dated January 20, 2000 from Silver Cinemas, Inc. in favor of Payroll Central, Inc. (to represent taxpayer(s) before the IRS for the following tax matters: (1) all Federal Payroll Taxes (941, 940, W-2, W-3, 1099, 1096); and (2) State Payroll Taxes for All States (State Income Tax Withholding, Unemployment & Disability Taxes from 2000 - 2003)	
0000-01 Concessions	Intera Communications Corporation 155 Fifth Avenue South, Suite 300 Minneapolis, MN 55401 P: Contact: Anthony P. McDonald, President	Public Telephone Management Agreement dated June 3, 1999, between Silver Cinemas, Inc. and Intera Communications Corporation Account # Public Phone Management (All Silver & Landmark excluding . . .) NEED LIST OF THEATRES No 7 Gables, Harvard Exit Hold Cove, Westside Pavilion	90 days prior to expiration, ICC to notify that agreement will expire and Silver has 1-year renewal option so long as Silver make selection prior to the expiration of initial or applicable renewal term Termination rights based on (a) telephone revenues; and (b) Silver has right to terminate upon 30 day written notice if a majority of interest in Company or substantially all assets of the Company are obtained by another entity

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0000-01 Concessions	Theater Radio Network, Inc. 4900 Creekside Drive, Suite E Clearwater, FL 33760 P: Contact: Allan S. Martin, President	Exclusive Exhibitor Contract dated July 12, 1999, between Theater Radio Network and Silver Cinemas, Inc. Account # Background Music (Silver theatres only)	July 11, 2002; automatically extend for periods of one (1) year. Either party may terminate during the extension periods by giving the other party written notice of termination no later than ninety (90) days prior to the end of each yearly period. [Contract may be terminated upon notice to TRN to any theatre locations) sold or transferred by theatre].
0000-01 Concessions	Folz Vending Co., Inc. Box 160 Oceanside, NY 11572 P: 516/878-3600 Contact: Scott D. Contrera, Regional Sales Manager	Service Agreement dated April 29, 1999 (and all amendments, if any), between Folz Vending Co., Inc. and Silver Cinemas, Inc. Account No. Coin Operated Amusement Devices	April 28, 2002. After the second year of the Agreement, either party may terminate the Agreement without cause, with no less than ninety (90) days prior notice, certified mail, RRR to the other party. Silver may terminate upon thirty (30) days notice if a majority interest in Silver or substantially all assets of Silver is acquired by another entity. Silver may terminate as to any particular theatre upon thirty (30) days notice if such theatre is acquired.
0000-01 Legal	RCN Associates, Inc. 1011 Brookside Road, Suite 275 Allentown, PA 18106 P: Contact: Richard C. Norris, President	Service Agreement dated December 22, 1998, between RCN Associates, Inc. and Silver Cinemas, Inc. Account No. Audit Services (Silver leases)	Not noted.
0003-01 Montwood El Paso, TX	Azar Security [Address] P: 915/857-8664	[Need Contract] Account No. Security	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0003-01 Montwood El Paso, TX	El Paso Disposal P. O. Box 20179 El Paso, TX 7998-0179 P: 915/772-7495	[Need Contract] Account No. Trash Disposal	Terminable by either party upon thirty (30) days prior written notice to the other party.
0003-01 Montwood El Paso, TX	AMPAC Building Maintenance 1848 North 67 th Street Mesa, AZ 85205 P: 480/654-0798	Janitorial Terms [not dated] between AMPAC Building Maintenance and Silver Cinemas, Inc. [Not signed by Silver] Account No. Janitorial Service	
0003-01 Montwood El Paso, TX	Tri Temp 1724 Texas, Building 2 El Paso, TX 79901 P: 915/533-8367	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0003-01 Montwood El Paso, TX	Alfredo Aguayo [Address] P: 915/630-3150	[Need Contract] Account No. Landscaping Service	
0003-01 Montwood El Paso, TX	Hirby Pest Control P. O. Box 3836 El Paso, TX 79923 P: 915/566-8673	[Need Contract] Account No. Pest Control Service	
0003-01 Montwood El Paso, TX	El Paso Times Times Plaza El Paso, TX 79901-1470 P: 915/	Advertising Agreement dated February 17, 2000, between the El Paso Times and Silver Cinema [Not signed by El Paso Times] Account No. Newspaper Advertising	April 1, 2001; Advertiser may, w/o penalty, cancel at any time prior to effective date of new rates w/written notice.
0007-04 Silver Cinemas Des Moines, IA	Simplex Time Recorder Co. 4000 NW 114 th Street Urbandale, IA 50322 P: 515/278-4700 Contact:	Simplex Service Agreement dated * between Simplex Time Recorder Co. and Silver Cinemas, Inc. [Awaiting copy of contract] Account No. 407-00721924 Customer No. 320-00664308 [Fire and Life Safe Equipment]	April 30, 2000; thereafter from year to year until terminated by either party giving written notice thirty(30) days prior to the anniversary date.
0007-04 Silver Cinemas Des Moines, IA	ADT P. O. Box 371956 Pittsburgh, PA 15250 P: 515/244-8474	[Need Contract] Account No. Security	
0007-04 Silver Cinemas Des Moines, IA	Waste Management [Address] P:	[Need Contract] Account No. Trash Disposal	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0007-04 Silver Cinemas Des Moines, IA	The Vertical Edge 15139 Summit Drive Cliff, IA 50325 Attn: Dave Simmons P: 515/554-5835	[Need Contract] Account No. Janitorial Service	
0007-04 Silver Cinemas Des Moines, IA	AC Contractors P. O. Box 1404 Des Moines, IA 50305 P:	[Need Contract] Account No. HVAC Preventive Maintenance	
0007-04 Silver Cinemas Des Moines, IA	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0008-05 Chalmette Chalmette, LA	Rick Mendel	Security?	
0008-05 Chalmette Chalmette, LA	BFI - New Orleans District P. O. Box 9001215 Orlando, FL 40290-1215 P: 504/537-8950	[Need Contract] Account No. Trash Disposal	
0008-05 Chalmette Chalmette, LA	Carl Gregg 1502 Avenue F Bogalusa, LA 70427 P: 504/732-5206	[Need Contract] Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0008-05 Chalmette Chalmette, LA	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0009-05 Chalmette Chalmette, LA	Tommy [Address] P:	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0009-05 Riverlands La Place, LA	Simplex Time Recorder Co. 4409 Utica Street Metairie, LA 70006-6530 P: 504/885-8603 Contact:	Simplex Service Agreement dated * between Simplex Time Recorder Co. and Silver Cinemas, Inc. [Awaiting copy of contract] Account No. 407-00721924 Customer No. 269-00418136 [Fire and Life Safe Equipment]	March 31, 2000; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0009-05 Riverlands La Place, LA	Tommy [Address] P:	[Need Contract] Account No. Security	
0009-05 Riverlands La Place, LA	Tommy [Address] P:	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0009-05 Riverlands La Place, LA	BFI - New Orleans District P. O. Box 9001215 Orlando, FL 40290-1215 P: 504/537-8950	[Need Contract] Account No. Trash Disposal	
0009-05 Riverlands La Place, LA	Jani-King of New Orleans 160 James Drive East, Suite B St. Rose, LA 70087 P: 504/441-9700	Jani-King Maintenance Agreement effective as of March 13, 2000, between Ennon Enterprises, Inc. d/b/a Jani-King of New Orleans and Silver Cinemas, Inc. Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0009-05 Riverlands La Place, LA	Temimex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0017-06 Dollar Movie 5 Yukon, OK	Yukon Police Department [Address] P: 405/354-1711	[Need contract] Account No. Security	
0017-06 Dollar Movie 5 Yukon, OK	City of Yukon P.O. Box 850500 Yukon, OK 73085 P: 404/354-6651	[Need Contract] Account No. 15378 Trash Disposal	
0017-06 Dollar Movie 5 Yukon, OK	Oklahoma Building Services 50 Penn Place 1900 N.W. Expressway, Suite R128 Oklahoma City, OK 73118 P: 405/767-9998 Contact: Dan Honika	Contract of Custodial Services dated March 13, 2000, between Oklahoma Building Services and Silver Cinema Yukon (Not signed by Silver) Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0018-06 Northpark Oklahoma City, OK	Harrison Orr [Address] P: 405/528-3333	[Need Contract - or confirm no contract] Account No. HVAC Preventative Maintenance	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0018-06 Northpark Oklahoma City, OK	Silva & Sons P.O. Box 891443 Oklahoma City, OK 73189- 1449 P: 405/833-3303	[Need Contract] Account No. Pest Control Service	
0018-06 Northpark Oklahoma City, OK	Oklahoma Building Services 50 Penn Place 1900 N.W. Expressway, Suite R128 Oklahoma City, OK 73118 P: 405/767-9998 Contact: Dan Honika	Contract of Custodial Services dated March 13, 2000, between Oklahoma Building Services and Silver Cinema Yukon (Not signed by Silver) Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0018-06 Northpark Oklahoma City, OK	The Oklahoma Publishing Company 9000 North Broadway Oklahoma City, OK 73114 P: Contact: Credit Manager	Advertising Agreement dated May 3, 2000, between The Oklahoma Publishing Company and Silver Cinemas Account No. Newspaper Advertising	April 7, 2001; ["If Advertiser ... files under federal bankruptcy ... Publisher may w/o notice terminate agreement immediately"]
0026-10 South Hills Poughkeepsie, NY	Tom Brown Cleaning {Address} P: 914/897-4220	[Need Contract] Account No. Janitorial Service	
0026-10 South Hills Poughkeepsie, NY	American Heating & Cooling 1103 Dutchess Turnpike Poughkeepsie, NY 12603 P: 914/473-1966	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0026-10 South Hills Poughkeepsie, NY	Thomas Pest Control 310 Route 28 Kingston, NY 12401 P:	[Need Contract] Account No. Pest Control Service	
0034-21 Louis Joliet Joliet, IL	Valentino's Commercial Maintenance, Inc. 800 Eastern Avenue Plainfield, IL 60544 P: 815/254-3960	Maintenance Agreement dated May 10, 2000, by and between Super Saver Cinema and Valentino's Commercial Maintenance, Inc. Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0034-21 Louis Joliet Joliet, IL	Simplex Time Recorder Co. 820 Parkview Boulevard Lombard, IL 60148 P: 630/932-4810 Contact: Mike Leffingwell, Regional Account Specialist (972/ 621- 1900)	General Simplex Service Agreement dated December 22, 1999, between Simplex Time Recorder Co. and Silver Cinemas, inc. [Not executed on behalf of Silver Cinemas] Account No. 407-00781454 Customer No. 311-00738174 Fire Safety Service Agreement	Terminable by either party upon thirty (30) days prior written notice to the other party.
0034-21 Louis Joliet Joliet, IL	ADT P.O. Box 371956 Pittsburgh, PA 15250 P: 888/899-8427	[Need Contract] Account No. Security	
0034-21 Louis Joliet Joliet, IL	The Janitors Network 15405 Douglas Parkway Lockport, IL 60441 P: 888/240-JNET Contact:	Proposal Dated December 7, 1999, between The Janitors Network and Supersaver Six [Not signed by either party] Account No. Security	Terminable by either party upon written notice to the other party.
0035-28 Macomb Roseville, MI	ADT Security Services, Inc. 1330 River Bend Drive Dallas, TX 75247 P: 972/246-6109 Contact:	Commercial Sales Proposal/Agreement dated October 12, 1999, between ADT Security Services, Inc. and Silver Cinemas Account No. Installation, Maintenance and Monitoring Services of Fire and Burglar Alarms	Five (5) years effective from the date service is operative under this agreement; thereafter, agreement automatically renewable yearly unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date.
0035-28 Macomb Roseville, MI	ADT Security Services, Inc. 1330 River Bend Drive Dallas, TX 75247 P: 972/246-6109 Contact:	Commercial Sales Proposal/Agreement dated October 12, 1999, between ADT Security Services, Inc. and Silver Cinemas Account No. Installation and Maintenance Service of Security Cameras	Five (5) years effective from the date service is operative under this agreement; thereafter, agreement automatically renewable yearly unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0036-01 East Pointe El Paso, TX	El Paso Times Times Plaza El Paso, TX 79901-1470 P: 915/	Advertising Agreement dated February 17, 2000, between the El Paso Times and Silver Cinema [Not signed by El Paso Times] Account No. Newspaper Advertising	April 1, 2001; Advertiser may, w/o penalty, cancel at any time prior to effective date of new rates w/written notice.
0036-01 East Pointe El Paso, TX	ADT Security Services, Inc. P. O. Box 371956 Pittsburgh, PA P: 800/562-4742	[Need Contract] Account No. [Security ???]	
0036-01 East Pointe El Paso, TX	El Paso Disposal P. O. Box 20179 El Paso, TX 79998-0179 P: 915/772-7495	[Need Contract] Account No. Trash Disposal	
0036-01 East Pointe El Paso, TX	AMPAC Building Maintenance 1848 North 67 th Street Mesa, AZ 85205 P: 480/654-0798	Janitorial Agreement not dated between AMPAC Building Maintenance and Silver Cinemas, Inc. [Not signed by Silver] Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0036-01 East Pointe El Paso, TX	Thermal Control 3509 Durazno El Paso, TX 79905 P: 915/544-6634	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0036-01 East Pointe El Paso, TX	Hirby Pest Control P. O. Box 3836 El Paso, TX 79923 P: 915/566-8673	[Need Contract] Account No. Pest Control Service	
0101-51 Budget South Greenfield, WI	The Janitors Network P. O. Box 210063 Milwaukee, WI 53221 P: 888/240-JNET Contact:	[Need Contract] Account No. Janitorial Service	
0101-51 Budget South Greenfield, WI	Merchants Police 777 North Jefferson Street Milwaukee, WI 53202 P: 414/277-7777	[Need Contract] Account No. Security	
0101-51 Budget South Greenfield, WI	Don Jacob's Heating & Cooling 13550 Eagle Trace New Berlin, WI 53151 P:	[Need Contract] Account No. HVAC Preventive Maintenance	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0101-51 Budget South Greenfield, WI	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	(Need Contract) Account No. Pest Control Service	
0101-51 Budget South Greenfield, WI	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0104-14 Bell Road Phoenix, AZ	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon (30) days prior written notice to the other party.
0104-14 Bell Road Phoenix, AZ	Simplex Time Recorder Co. 1320 South Priest Drive, Suite 107 Tempe, AZ 85281 P: 480/894-5100 Contact:	Simplex Fire Alarm Testing Contract / Service Agreement dated November 19, 1990, between Simplex Time Recorder Co. and Silver Cinemas, Inc., successor to Super Saver Cinemas Account No. 407-00721924 Customer No. 445-0033-3361 [Fire and Life Safety Equipment]	November 30, 2000; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.
0104-14 Bell Road Phoenix, AZ	Honeywell, Inc. 1301 Record Crossing Dallas, TX 75235 P:	Installation and Service Agreement dated April 9, 1990, with Contract Rider dated October 19, 1992, by and between Honeywell Protection Services Division and Silver Cinemas, Inc., successor in interest to Super Saver Cinemas (Movie One Theatres) Account No. 52421492 Agreement No. 731-01-10937 Installation, Maintenance and Monitoring of Fire Alarm	July 4, 1995; thereafter automatically renewed for terms of one year unless either party gives written notice at least sixty (60) days prior to the end of such term to the other of intent to allow to expire as of the end of the then current term.
0104-14 Bell Road Phoenix, AZ	AMPAC Building Maintenance 1848 North 67 th Street Mesa, AZ 85205 P: 480/654-0798	Janitorial Terms [not dated] between AMPAC Building Maintenance and Silver Cinemas, Inc. [Not signed by Silver] Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0104-14 Bell Road Phoenix, AZ	Hobica's 7027 North 27 th Avenue Phoenix, AZ 85051 P: 602/995-0387	[Need Contract] Account No. HVAC Preventive Maintenance	
0104-14 Bell Road Phoenix, AZ	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0104-14 Bell Road Phoenix, AZ	The Arizona Republic P. O. Box 200 Phoenix, AZ 85001-0200 P:	Local Retail Advertising Agreement #39754 dated October 1, 1999, between The Arizona Republic Phoenix Newspapers, Inc. and Silver Cinemas, Inc. Account No.	September 30, 2000; terminable by either party upon thirty (30) days prior written notice to the other party.
0105-14 Superstition Springs Mesa, AZ	Simplex Time Recorder Co. 1320 South Priest Drive, Suite 107 Tempe, AZ 85281 P: 480/894-5100 Contact:	[Need Contract] Simplex Fire Alarm Testing Contract/Service Agreement dated [October 1, 1991] between Simplex Time Recorder Co. and Silver Cinemas, Inc. Account No. 407-00721924 Customer No. 445-00333361 [Fire and Life Safe Equipment]	? ; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.
0105-14 Superstition Springs Mesa, AZ	Honeywell, Inc. 1301 Record Crossing Dallas, TX 75235 P: 214/637-4897	[Need Contract] Account No. 52421492 Agreement No. 731-01-10426 Security Service	?
0105-14 Superstition Springs Mesa, AZ	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other
0105-14 Superstition Springs Mesa, AZ	AMPAC Building Maintenance 1848 North 67 th Street Mesa, AZ 85205 P: 480/654-0798	Janitorial Terms [not dated] between AMPAC Building Maintenance and Silver Cinemas, Inc. [Not signed by Silver] Account No. Janitorial Service	Terminable by either party upon thirty (30) days prior written notice to the other party.
0105-14 Superstition Springs Mesa, AZ	Hobica's 7027 North 27 th Avenue Phoenix, AZ 85051 P: 602/995-0387	[Need Contract] Account No. HVAC Preventive Maintenance	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0105-14 Supersition Springs Mesa, AZ	The Arizona Republic P. O. Box 200 Phoenix, AZ 85001-0200 P:	Local Retail Advertising Agreement #39754 dated October 1, 1999, between The Arizona Republic Phoenix Newspapers, Inc. and Silver Cinemas, Inc. Account No. 38467 Newspaper Advertising	September 30, 2000; terminable by either party upon thirty (30) days prior written notice to the other party.
0106-02 Rossmoor Seal Beach, CA	Admiral Pest Control, Inc. 17875 Sky Park Circle, Suite A Irvine, CA 92614 P: 949/263-3800 Contact:	Residential - Commercial Pest Control Agreement dated October 13, 1998, between Admiral Pest Control, Inc. and Super Saver Cinema Account No. 5088 Pest Control Service	October 15, 1999; thereafter Month-to-Month until either party gives thirty (30) day written notice of termination to the other party.
0106-02 Rossmoor Seal Beach, CA	Mike Moore Heating & AC [Address] P: 909/681-5000	[Need Contract] Account No. HVAC Preventive Maintenance	
0106-02 Rossmoor Seal Beach, CA	Janitorial Maintenance 3307 Glendale Boulevard, Suite 419 Los Angeles, CA 90036 P: 818/543-7352	[Need Contract] Account No. Janitorial Service	Terminable by either party upon thirty (30) days notice to the other.
0106-02 Rossmoor Seal Beach, CA	Simplex Time Recorder Co. 1936 East Deere Avenue, Suite 120 Santa Ana, CA 92705-5720 P: 949/724-5020 Contact:	Simplex Fire Alarm Testing Contract/Service Agreement dated November 19, 1990, between Simplex Time Recorder Co. and Silver Cinemas, Inc., successor to Super Saver Cinema Account No. 407-00721924 Customer No. 432-0041-0682 Fire and Life Safe Equipment]	September 30, 2000; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.
0106-02 Rossmoor Seal Beach, CA	Honeywell, Inc. Home and Building Control 514 South Lyon Street Santa Ana, CA 92701 P: 714/796-7515 Contact:	Installation and Service Agreement dated June 6, 1989, between Honeywell Protection Services Division and Movie One Theatre Account No. Installation, Maintenance and Monitoring Services of Fire Alarm	Sixty (60) months from the date system is installed and becomes operative [09/28/1989], or the execution of date of this Agreement [June 6, 1989]; thereafter automatically renewed for consecutive terms of one (1) year unless either party gives written notice to the other at least sixty (60) days prior to the end of such term. September 27 2000

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0106-02 Rossmoor Seal Beach, CA	Honeywell, Inc. 1301 Record Crossing Dallas, TX 75235 P: 214/637-4897	[Need Contract] Account No. 52421492 Agreement No. 135-01-21289 Security Service	
0106-02 Rossmoor Seal Beach, CA	Burns International Security Services 1530 East First Street, Suite 120 Santa Ana, CA 92701 P: 714/245-6802 Contact:	Burns International Security Services Temporary Service Authorization dated July 23, 1998, between Burns International Security Services and Silver Cinema Account No. Security Guard Service	Not noted.
0106-02 Rossmoor Seal Beach, CA	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achec, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0107-02 Norwalk Norwalk, CA	Simplex Time Recorder Co. 1936 East Deere Avenue, Suite 120 Santa Ana, CA 92705-5720 P: 949/724-5020 Contact:	Simplex Fire Alarm Testing Contract/Service Agreement dated November 19, 1990, between Simplex Time Recorder Co. and Silver Cinemas, Inc. successor to Super Saver Cinema Account No. 407-00721924 Customer No. 432-0041-0684 Fire and Life Safe Equipment	September 30, 2000, thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.
0107-02 Norwalk Norwalk, CA	Honeywell, Inc. Home and Building Control 514 South Lyon Street Santa Ana, CA 92701 P: 714/796-7515 Contact:	Installation and Service Agreement dated April 9, 1990, between Honeywell Protection Services Division and Super Saver Cinema (Movie One Theatres) Account No. Installation, Maintenance and Monitoring Services of Fire Alarm	Sixty (60) months from the date system is installed and becomes operative [12/05/1990], or the execution of date of this Agreement [April 9, 1990]; thereafter automatically renewed for consecutive terms of one (1) year unless either party gives written notice to the other at least sixty (60) days prior to the end of such term.
0107-02 Norwalk Norwalk, CA	Honeywell, Inc. 1301 Record Crossing Dallas, TX 75235 P: 214/637-4897	[Need Contract] Account No. 52421492 Agreement No. 135-01-22473 Security Service	?

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0107-02 Norwalk Norwalk, CA	Harold Security	[Need Contract] Account No. Security	
0107-02 Norwalk Norwalk, CA	Consolidated Disposal 12949 Telegraph Road Santa Fe Springs, CA 90670- 2991 P: 562/772-7495	[Need Contract] Account No. Trash Disposal	
0107-02 Norwalk Norwalk, CA	Tony Obregon [Address] P:	[Need Contract] Account No. Janitorial Service	
0107-02 Norwalk Norwalk, CA	Moore Service 516 Fuller Street Corns, CA 91752 P: 909/681-5000	[Need Contract] Account No. HVAC Preventive Maintenance	
0107-02 Norwalk Norwalk, CA	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0107-02 Norwalk Norwalk, CA	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0111-15 Citadel Colorado Springs, CO	Simplex Time Recorder Co. 5061 North 30 th Street Colorado Springs, CO 80919 P: 719/277-0668 Contact:	Simplex Fire Alarm Testing Contract/Service Agreement dated November 19, 1990, between Simplex Time Recorder Co. and Silver Cinemas, Inc. successor to Super Saver Cinema Account No. 407-00721924 Customer No. 421-0038-2951 Fire Safe Service Agreement	October 31, 2000; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.
0111-15 Citadel Colorado Springs, CO	Advance Alarm 4445 Northpark Drive, Suite 201 Colorado Springs, CO 80907 P: 719/599-5051	[Need Contract] Account No. Security	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0111-15 Citadel Colorado Springs, CO	Diamond Security P. O. Box 15004 Colorado Springs, Co 80935 P: 719/380-8007	[Need Contract] Account No. Security	
0111-15 Citadel Colorado Springs, CO	Midnight Express P. O. Box 140295 Edgewater, CO 80214-0295 P: 303/972-5888 Contact:	[Need Contract] Account No. Janitorial Service	
0111-15 Citadel Colorado Springs, CO	Lucent Technologies Customer Care Center 14400 Hertz Quail Spring Pkwy Oklahoma City, OK 73134 P: 800/247-7000 Contact:	Lucent Technologies Equipment and Service Agreement [Do not have signed copy] Service Contract No. 40289826 Account No. 0100331646 Phone equipment	May 30, 2000; automatically renew for one year except to the extent that either party gives timely written notice to the other of an intent not to renew. (Renewals at Lucent's then-current standard terms and prices)
0111-15 Citadel Colorado Springs, CO	Waste Management [Address] P:	[Need Contract] Account No. Trash Disposal	
0111-15 Citadel Colorado Springs, CO	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0111-15 Citadel Colorado Springs, CO	Freedom Communications, Inc. P. O. Box 1779 Colorado, Springs, CO 80901 P: 719/632-5511 Contact:	The Gazette Advertising Agreement dated May 1, 2000, between Freedom Communications, Inc. and Silver Cinemas Account No. M 192800 Newspaper Advertising	April 30, 2001
0116-35 Westwood Omaha, NB	Simplex Time Recorder Co. 4654 South 132nd Street Omaha, NE 68137-1764 P: 402/334-5635 Contact:	Simplex Fire Alarm Testing Contract / Service Agreement dated November 19, 1990, between Simplex Time Recorder Co. and Silver Cinemas, Inc. successor to Super Saver Cinema Account No. 407-00721924 Customer No. 362-0041-0112 [Fire and Life Safety Equipment]	October 31, 2000; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0116-35 Westwood Omaha, NB	Honeywell, Inc. 1301 Record Crossing Dallas, TX 75235 P: 214/637-4897	[Need Contract] Account No. 52421492 Agreement No. 744-01-07774 Security Service	
0116-35 Westwood Omaha, NB	ADT P. O. Box 371956 Pittsburgh, PA 15250 P: 888/899-8427	[Need Contract] Account No. Security	
0116-35 Westwood Omaha, NB	Abe's Trash Hauling 8123 Christensen Lane Omaha, NE 68122-5069 P: 402/571-4926	[Need Contract] Account No. 24052 Trash Service	
0116-35 Westwood Omaha, NB	TK Services P. O. Box 35452 Tulsa, OK P: 918/697-1190	[Need Contract] Account No. Janitorial Service	
0116-35 Westwood Omaha, NB	Controlled Comfort Heat & AC 13232 C Street Omaha, NE 68144 P: 402/333-5075	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0116-35 Westwood Omaha, NB	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0116-35 Westwood Omaha, NE	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0117-10 Elmwood Buffalo, NY	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0117-10 Elmwood Buffalo, NY	Terminex Pest Control P. O. Box 17167 Memphis, TN 38187 P: 800/238-6189	[Need Contract] Account No. Pest Control Service	
0117-10 Elmwood Buffalo, NY	Trane 45 Earhart Drive, Suite 103 Buffalo, NY 14221 P: 716/626-1260	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0117-10 Elmwood Buffalo, NY	Honeywell, Inc. 1301 Record Crossing Dallas, TX 75235 P: 214/637-4897	[Need Contract] Account No. 52421492 Agreement No. 737-01-81047 Security Service	
0117-10 Elmwood Buffalo, NY	Waste Management of New York 10860 Olean Road Chaffee, NY 14030-9799 P: 716/496-5000	Service Agreement (Non Hazardous Waste) dated January 26, 2000 between Waste Management of New York and Silver Cinemas 8 Account No. 342-2411 Trash Disposal	Twelve months from the effective date of service (not renewed for 12 months unless either party gives written notice of termination (Certified Mail) to the other party at least 30 days, but not more than 180 days, prior to the termination of the initial or any renewal term
0117-10 Elmwood Buffalo, NY	Lucent Technologies Customer Care Center 14400 Hertz Quail Spring Pkwy Oklahoma City, OK 73134 P: 800/247-7000	Lucent Technologies Equipment and Service Agreement [Do not have signed copy] Service Contract No. 0040417149 Account No. 0100728932 Phone equipment	January 13, 2000; automatically renew for one year except to the extent that either party gives timely written notice to the other of an intent not to renew. (Renewals at Lucent's then- current standard terms and prices)
0117-10 Elmwood Buffalo, NY	Simplex Time Recorder Co. Amherst International Park 15 Earhart Drive, Suite 106 Williamsville, NY 14221 P: 716/633-8591	Simplex Fire Alarm Testing Contract/Service Agreement dated November 19, 1990, between Simplex Time Recorder Co. and Silver Cinemas, Inc. successor to Super Saver Cinema Account No. 407-00721924 Customer No. 111-0036-7293 Fire Safety Alarm Service	October 31, 2000; thereafter from year to year until terminated by either party giving written notice thirty (30) days prior to the anniversary date.

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EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0117-10 Elmwood Buffalo, NY	Advance Alarm [Address] P: 716/693-0086	[Need Contract] Account No. Security	
0117-10 Elmwood Buffalo, NY	Best Janitorial Service [Address] P:	[Need Contract] Account No. Janitorial Service	
0122-51 East Towne Madison, WI	Coverall Cleaning Concepts 5609 Medical Center, Suite 101 Madison, WI 53719 P: 608/273-4600 Contact: Craig Taylor, Marketing Consultant	Coverall's Cleaning Contract dated March 13, 2000, between Coverall of North America d/b/a Coverall of Madison, Inc. and Budget Cinema Account No. Janitorial Services	March 12, 2001; thereafter automatically extended for an additional one-year period upon each anniversary date unless either party gives notice to the other of its intention not to renew thirty (30) days prior to expiration of the then current term
0122-51 East Towne Madison, WI	Air Comfort 5525 Bjorksten Place Madison, WI 53711 P: 608/274-5566	[Need Contract] Account No. HVAC Preventive Maintenance Service	
0122-51 East Towne Madison, WI	Professional Pest Control P. O. Box 259332 Madison, WI 53725-9332 P: 608/258-3136	[Need Contract] Account No. Pest Control Service	
0122-51 East Towne Madison, WI	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0122-51 East Towne Madison, WI	Madison Newspapers Incorporated 1901 Fish Hatchery Road P. O. Box 8056 Madison, WI 53708 P: 608/252-6200	Display or TV Week Advertising Contract dated July 23, 1999, between Silver Cinemas, Inc. and Madison Newspapers, Inc. Account No. Newspaper Advertising	One (1) year expiring June 30, 2000; thereafter if Silver has fulfilled all requirements of this contract w/in times specified, contract shall continue from contract period to contract period unless written notice to the contrary is given either party thirty (30) days prior to its anniversary date.
0123-51 Market Square Madison, WI	Coverall Cleaning Concepts 5609 Medical Center, Suite 101 Madison, WI 53719 P: 608/273-4600 Contact: Craig Taylor, Marketing Consultant	Coverall's Cleaning Contract dated March 13, 2000, between Coverall of North America d/b/a Coverall of Madison, Inc. and Market Square Cinema Account No. Janitorial Services	March 12, 2001; thereafter automatically extended for an additional one-year period upon each anniversary date unless either party gives notice to the other of its intention not to renew thirty (30) days prior to expiration of the then current term.
0123-51 Market Square Madison, WI	Midwest Patrol [Address] P: 608/833-2626 Ameritech [Address] P: 608/255-1201	[Need Contract] Account No. Security [Need Contract] Account No. Security	
0123-51 Market Square Madison, WI	Coverall of Madison, Inc. 5609 Medical Circle, Suite 101 Madison, WI 53719 P: 608/273-0411	Coverall's Cleaning Contract dated March 13, 2000, between Market Square Cinema and Coverall of North America d/b/a Coverall of Madison, Inc. Account No. Janitorial Service	March 12, 2001; automatically renewable for additional one period upon each anniversary date.
0123-51 Market Square Madison, WI	Professional Pest Control P. O. Box 259332 Madison, WI 53725-9332 P: 608/258-3136	[Need Contract] Account No. Pest Control Service	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0123-51 Market Square Madison, WI	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0123-51 Market Square Madison, WI	Madison Newspapers Incorporated 1901 Fish Hatchery Road P. O. Box 8056 Madison, WI 53708 P: 608/252-6200	Display or TV Week Advertising Contract dated July 23, 1999, between Silver Cinemas, Inc. and Madison Newspapers, Inc. Account No. Newspaper Advertising	One (1) year expiring June 30, 2000; thereafter if Silver has fulfilled all requirements of this contract w/in times specified, contract shall continue from contract period to contract period unless written notice to the contrary is given either party thirty (30) days prior to its anniversary date.
0124-51 East Town Greenbay, WI	Coverall of Madison, Inc. 5609 Medical Circle, Suite 101 Madison, WI 53719 P: 608/273-0411	Coverall's Cleaning Contract dated March 13, 2000, between Budget Cinema and Coverall of North American d/b/a Coverall of Madison, Inc. Account No. Janitorial Service	March 12, 2001; automatically renewable for additional one period upon each anniversary date.
0124-51 East Town Greenbay, WI	A&A Security 2260 Schscheider Court Green Bay, WI 54313 P: 800/432-9082	[Need Contract] Account No. Security	
0124-51 East Town Greenbay, WI	Merchants Police Alarm Company 777 North Jefferson Street Milwaukee, WI 53202 P: 920/277-7777	[Need Contract] Account No. Security #2	
0124-51 East Town Greenbay, WI	Waste Management [Address] P:	[Need Contract] Account No. Trash Disposal	
0124-51 East Town Greenbay, WI	Werner Pest & Odor Control W 3310 County Road G Seymour, WI 54165 P: 800/339-4275	[Need Contract] Account No. Pest Control Service	

EXHIBIT A, PART 2: LIST OF ASSUMED CONTRACTS FOR SILVER CINEMAS INC.

From/ Theatre No.	Name & Address of Contractor	Description of Contract	Expiration Date
0124-51 East Town Greenbay, WI	National Cinema Service Corp. P. O. Box 10799 New Orleans, LA 70181-0799 P: 504/734-0707 Contact: Charles A. Achee, Jr., President	Theatre Service Agreement dated June 27, 1997, between National Cinema Service Corp. and Super Saver Cinemas, Ltd. Account No. Projection Booth Preventive Maintenance and Emergency Service	July 31, 1998. Month-to-Month; terminable by either party upon thirty (30) days prior written notice to the other party.
0251-28 Maple Art Bloomfield Hills, MI	CleanNet of Greater Michigan, Inc. 9861 Broken Land Parkway, Suite 208 Columbia, MD 21046 P: 410/ 720-6444 Contact: George Baldwin	Cleaning Agreement dated October 23, 1998, between CleanNet USA, Inc. and Maple Art Theatre Account No. MAPL01 Janitorial Service	October 31, 1999; automatically renewed every year thereafter. Both parties reserve right to terminate agreement upon thirty (30) days prior written notice.
0251-28 Maple Art Bloomfield Hills, MI	Rose Exterminator Co. 1395 Wheaton, Suite 600 Troy, MI 48083 P: 248/ 680-0111 Contact:	Drain Line Bioremediation Agreement dated January 13, 1999, between Rose Exterminator Co. and Landmark Maple Art Account No. Pest Control Service	January 12, 2000; thereafter Month-to-Month terminable by either party upon thirty (30) days written notice.

EXHIBIT B, PART I: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Landmark Office - LA	2230 South Barrington Avenue Los Angeles, CA 90064	0000-02	Discus Dental Impressions 8550 Higuera Street Culver City, CA 90232 P: 310/845-8200
Landmark Office -- LA	2216 South Barrington Avenue Los Angeles, CA 90064	0000-02	Frank J. Ardolf, Jr., Drazan Investments, Van J. Kaufman and Gertrude Kaufman, as Trustees of the Kaufman Revocable Trust c/o Robert G. Laswell Sanjo Investments 4040 Del Rey Avenue, Suite 1 Marina Del Rey, CA 90292-5600
Landmark Office -- LA	2222 South Barrington Avenue Los Angeles, CA 90064	0000-02	Frank J. Ardolf, Jr., Drazan Investments, Van J. Kaufman and Gertrude Kaufman, as Trustees of the Kaufman Revocable Trust c/o Robert G. Laswell Sanjo Investments 4040 Del Rey Avenue, Suite 1 Marina Del Rey, CA 90292-5600
Albany Theatre 2	1115 Solano Avenue Albany, CA 94706	0203-02	Cinerama Theatres, Inc. of CA 120 N. Robertson Boulevard Los Angeles, CA 90048 Attention: Jay Swerdlow P: 310/657-8420
Palo Alto Square 2	3000 El Camino Real, Bldg. 6 Palo Alto, CA 94306	0214-02	EOP - Palo Alto Square, L.L.C. Equity Office Properties Trust 3000 El Camino Real, Suite 4-130 Palo Alto, CA 94306 P: 650/493-4300 Copied to: EOP - Palo Alto Square Equity Office Properties Trust Two North Riverside Plaza, Suite 2200 Chicago, IL 60606 Attn: Regional Counsel - Pacific Region P: 312/466-3300

EXHIBIT B, PART 1: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Cove Theatre 1	7730 Girard Avenue La Jolla, CA 92037	0218-02	Cove Theatre L.P. c/o PHP Management, Inc. P.O. Box 415 La Jolla, CA 92038-0415 P: 858/551-5671
Piedmont Theatre 3	4186 Piedmont Avenue Oakland, CA 94611	0205-02	Wells Fargo Bank, N.A., as Successor Trustee to Bank of America, N.T. & S.T. and Eugene Garfinkle, as Co-Trustees of the Ida Ellen Baston Ferscheiser Testamentary Trust and The Alexander S. Baston Testamentary Trust c/o Optima Property Management Group 1970 Broadway, Suite 1100 Oakland, CA 94612-2210 P: 510/832-1888 <u>Copied to:</u> Dreher, Garfinkle & Watson 88 Kearney Street, Suite 1500 San Francisco, CA 94108 Attn: Eugene Garfinkle P: 415/362-3461 <u>And to:</u> Wells Fargo Bank, N.A. Trust Real Estate Department MAC #0101-033 420 Montgomery Street, 3 rd Floor P.O. Box 63939 San Francisco, CA 94163
Aquarius Theatre 2	430 Emerson Street Palo Alto, CA 94301	0212-02	Palo Alto Theatre Corporation c/o Hamilton Management, Inc. 700 Emerson Street Palo Alto, CA 94301 P: 650/326-3384

EXHIBIT B, PART 1: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Bridge 1	3010 Geary Boulevard San Francisco, CA 94118	0222-02	Bridge Theatres, Inc. c/o Joseph A. Chiappellone 775 Tiburon Boulevard Tiburon, CA 94920 P: 415/435-6227
Embarcadero Center 5	One Embarcadero Center San Francisco, CA 94111	0224-02	One Embarcadero Center Venture c/o Boston Properties Limited Partnership Four Embarcadero Center, Suite 2600 San Francisco, CA 94111-1016 P: 415/772-0500 <u>Copied to:</u> One Embarcadero Center Venture c/o Boston Properties Limited Partnership 8 Arlington Street Boston, MA 02116-3495
Lumiere 3	1572 California Street San Francisco, CA 94109	0225-02	Octavia Investment Company, Ltd. c/o West Coast Property Management Company 710 Van Ness Avenue San Francisco, CA 94102 P: 415/885-6970
Opera Plaza 4	601 Van Ness Avenue San Francisco, CA 94102	0226-02	Opera Plaza 3701 Buchanan Street San Francisco, CA 94123
Westside Pavilion 4	10800 Pico Boulevard, Suite 301 Los Angeles, CA 90064	0208-02	Macerich Westside Limited Partnership 10800 West Pico Boulevard Los Angeles, CA 90064 Attn: Mall Manager P: 310/474-6255 <u>Copied to:</u> Macerich Westside Limited Partnership c/o The Macerich Company 401 Wilshire Boulevard, Suite 700 Santa Monica, CA 90401 Attn: General Counsel

EXHIBIT B, PART 1: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
NuArt 1	11272 Santa Monica Boulevard Los Angeles, CA 90025	0209-02	Bell Theatre Corporation 24924 Jim Bridge Road Hidden Hills, CA 91302 P: 818/755-0018
NuWilshire Theatre 2	1314 Wilshire Boulevard Santa Monica, CA 90403	0210-02	Adolf Hirsch 5750 Wilkinson Avenue North Hollywood, CA 91607 P: 818/762-3061 Subtenant: Albert Andonian- Albert Andonian Jewelry 1312 Wilshire Boulevard Santa Monica, CA 90403
Rialto 1	1023 Fair Oaks Avenue South Pasadena, CA 91030	0211-02	Subtenant: Buster Shoe Repairs 1316 Wilshire Boulevard Santa Monica, CA 90403 Attn: Samia Goli P: 213/393-2239 Wells Fargo Bank, N.A., as Successor Trustee to Bank of America Trust Real Estate Department P.O. Box 63700 San Francisco, CA 94164 Subtenant: Gunwan Tjandra c/o Rialto Theatre 1023 Fair Oaks Avenue South Pasadena, CA 91030 Subtenant: Armstrong Lock & Safe Co. 1027 Fair Oaks Avenue South Pasadena, CA 91030 Attn: Barbara Armstrong

EXHIBIT B, PART 1: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Ken Theatre 1	4061 Adams Avenue San Diego, CA 92116	0220-02	Barry David Green and Michael Kolender Trustees of The Robert J. Berkun Trust c/o Barry Green, CPA Torrey Financial Building 1205 Prospect Street, Suite 400 La Jolla, CA 92037 P: 858/459-5543
Chez Artiste 3	University Hills Shopping Center 4150 East Armerst Avenue Denver, CO 80222	0227-15	UHS, L.L.C. c/o First Industrial Management Services, Inc. 5350 South Roslyn Street, Suite 240 Englewood, CO 80111 Attn: Chuck Plevniak P: 303/220-5565
Esquire Theatre 2	590 Downing Street Denver, CO 80218	0228-15	Leonard Millman M & M Management Company 2400 Cherry Creek South Drive, #702 Denver, CO 80209 P: 303/777-3332
Broadway Market 4	401 Broadway East #33 Seattle, WA 98102	0239-50	<p><u>Copied to:</u> Joseph Berenbaum, Esq. Berenbaum, Weinshenk and Eason, P.C. 370 17th Street, Suite 2600 Denver, CO 80202-5626 P: 303/825-0800</p> <p>Broadway Market Properties, L.P. c/o Madison Marquette Realty Services Crescent Ridge Corporate Center, Suite 601 11100 Wayzata Boulevard Minnetonka, MN 55305-1544</p> <p><u>Copied to:</u> Madison Marquette Realty Services 7 West 7th Street, Suite 1600 Cincinnati, OH 45202 Attn: C. Louis Mitsch</p>

EXHIBIT B, PART 1: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE No.	LANDLORD OR LESSOR
Egyptian Theatre 1	Masonic Temple 801 East Pine Seattle, WA 98112	0241-50	Seattle Community College District VI 1701 Broadway Seattle, WA 98122 P: 206/587-4193
Harvard Exit Theatre 2	807 East Roy Seattle, WA 98102	0243-50	O'Steen & Harvard Investments 6505 37 th Street North West Seattle, WA 98117 Attn: Donna O'Steen P: 206/782-8475
Tivoli	6350 Delmar Boulevard University City, MO 63130	0258-30	<u>Copied to:</u> Harvard Investments c/o Landmark Theatre Corp. 2222 South Barrington Avenue Los Angeles, CA 90064 P: 310/473-6701 Tivoli Building, L.L.C. 6504 Delmar St. Louis, MO 63130 Attn: Joe Edwards P: 314/727-0110
Lagoon Cinema 5	1320 Lagoon Avenue Minneapolis, MN 55408	0233-29	Ackerberg Investments LLC c/o The Ackerberg Group 3100 West Lake Street, Suite 100 Minneapolis, MN 55416

EXHIBIT B, PART 1: LIST OF ASSUMED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Uptown Theatre 1	2906 Hennepin Avenue Minneapolis, MN 55408	0234-29	<p>Uptown Properties c/o Gary P. Cann 13620 Oak Canyon Sherman Oaks, CA 91423</p> <p>Copied to: Stephen A. Gilula 243 North Saltair Avenue Los Angeles, CA 90049</p> <p>Subtenant: Amy Waz 783 Mimosa Lane New Brighton, MN 55112</p> <p>Subtenant: Nina 911, Inc., d.b.a. Visionary 2549 Unity Avenue, North Minneapolis, MN 55422 Attn: Nina Kadosh, President</p> <p>Copy to: Nina 911, Inc., d.b.a. Visionary c/o Visionary 2906-1/2 Hennepin Avenue Minneapolis, MN 55408 Attn: Nina Kadosh, President</p> <p>One Kendall Inc. c/o Beacon Capital Partners Management LLC One Federal Street, 26th Floor Boston, MA 02110 Attn: William A. Bonn P: 617/457-0400</p>
Kendall Square Cinemas 9	One Kendall Square Cambridge, MA 02139	0231-25	<p>One Kendall Inc. c/o Beacon Capital Partners Management LLC One Federal Street, 26th Floor Boston, MA 02110 Attn: William A. Bonn P: 617/457-0400</p>
Oriental Landmark Theatre 3	2230 North Farwell Avenue Milwaukee, WI 53202	0248-51	<p>REM Enterprises 767 West Windlake Avenue Milwaukee, WI 53204 P: 414/645-0230</p>

EXHIBIT B, PART 2: LIST OF ASSUMED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Silver Cinemas 8	Macomb Mall 32173 Gratiot Avenue Roseville, Michigan 48066		Landlord's Notice Address: Macomb Mall Associates Limited Partnership c/o Schostak Brothers & Company, Inc. 25800 Northwestern Highway, Suite 750 Southfield, Michigan 48075 Attn: Robert I. Schostak With copies to: Seyburn, Kahn, Ginn, Bess, Deitch and Serlin Attn: Laurence "Larry" B. Deitch 2000 Town Center, Suite 1500 Southfield, Michigan 48075
Maple Art 3	Bloomfield Plaza Shopping Center 4135 West Maple Road Bloomfield Hills, MI 48301	0251-28	Landlord's Address: Bloomfield Plaza, Inc. c/o Schostak Brothers & Company, Inc. Attn: Lease Administrator 25800 Northwestern Highway, Suite 750 Southfield, MI 48075
Super Saver Cinema 8- Superstition	Superstition Springs Center 6555-1002 E. Southern Ave. Superstition Mall Mesa, AZ 85206	0105-14	East Mesa Associates c/o Westcor Partners 11411 North Tatum Boulevard Phoenix, AZ 85028 P: 602/953-6200
Super Saver Cinema 7- Rossmoor	Rossmoor Business Center 12343 Seal Beach Boulevard Seal Beach, CA 90740	0106-02	Rossmoor Business Center 12121 Seal Beach Boulevard Seal Beach, CA 90740 P: 562/430-0211
Chalmette Cinema 9	Cinema Center Shopping Center 8700 West Judg. Perez Drive Chalmette, LA 70043	0008-05	Cinema Center Partnership c/o Select Properties, Ltd. 2121 Airline Highway, Suite 600 Metairie, LA 70006 P: 504/833-0044
South Hills 8	South Hills Mall 1895 South Hills Road Poughkeepsie, NY 12601	0026-10	South Hills Mall L.L.C. 444 Park Avenue South, Suite 302 New York, NY 10016 P: 212/545-1910

EXHIBIT B, PART 2: LIST OF ASSUMED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE NO.	LANDLORD OR LESSOR
Northpark Cinema 7	Northpark Mall Shopping Center 12100-G North May Avenue Oklahoma City, OK 73120	0018-06	<p>Copied to: SBC Poughkeepsie Cinema Corp. c/o Hoyts Cinema Corporation One Exeter Plaza Boston, MA 02116-2836 P: 617/267-2700</p> <p>Morris Enterprises P.O. Box 20570 Oklahoma City, OK 73156-0570 P: 405/751-1453</p> <p>4810, L.P. c/o Goodman Group, Inc. 351 West Hubbard Street Chicago, IL 60610 Attn: Larry Goodman</p>
Dollar Movies Yukon 5	Chisholm West Shopping Center 1219 Garth Brooks Boulevard Yukon, OK 73099	0017-06	<p>Copied to: 4810, L.P. c/o American Asset Management Services Corp. 4433 West Touhy Avenue, Suite 500 Lincolnwood, IL 60066 P: 847/674-8020</p>

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EXHIBIT C, PART 1: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Clay Theatre 1	2261 Fillmore Street San Francisco, CA 94115	0223-02	Assumption is contingent upon the exercise of the remaining 5-year renewal.	Melvin Dagovitz Real Estate Investments 929 Sir Francis Drake Boulevard, Suite 203 Kentfield, CA 94904 P: 415/227-4499 Copied to: Robert E. Andersen, CPM General Manager West Coast Property Management Company 710 Van Ness Avenue San Francisco, CA 94102 P: 415/885-6970
Act I & II Theatre	2128 Center Street Berkeley, CA 94704	0202-02	Continue on same terms and conditions with new 5-year term.	Irving G. Sugarmian Trustee 1200 California Street San Francisco, CA 94109 P: 415/474-0988
California Theatre 3	2113 Kittredge Street Berkeley, CA 94704	0204-02	Negotiate use of letters of credit, waiver of defaults, time periods and cure obligations that are satisfactory to buyer.	John Muldoon, III and Elizabeth D. Muldoon as Trustees of The Muldoon Family Trust U/D/T dated February 15, 1995, Mary Jo Ferraggiaro, William C. Johnson, Eleanor R. Wise, and Eleanor Thoreau 1997 Trust 3434 Tice Creek Drive #2 Walnut Creek, CA 94595 P: 925/944-1418
Park Theatre 1	1275 El Camino Real Menlo Park, CA 94025	0215-02	Reduce rent by \$50,000; provide for a 2-year term; either landlord or tenant may cancel on 6 months' notice.	Howard B. Crittenden Trust dated 1988 117 Heather Drive Atherton, CA 94027-2119 P: 650/321-7343
Shaftuck Theatre 8	2230 Shaftuck Avenue Berkeley, CA 94704	0200-02	Reduce annual occupancy by \$100,000.	Berkeley Improvement Center Owners, L.P. 2065 Kittredge St, Suite A Berkeley, CA 94704-1400 Attn: Robert R. Disno P: 510/843-5590 Subtenant:

CI-1

EXHIBIT C, PART 1: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE No.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Guild Theatre 1	949 El Camino Real Menlo Park, CA 94025	0213-02	Reduce annual occupancy by \$40,000.	Cliff Radston Company, Inc., d.b.a. Alko Office Supply 2225 Shattuck Avenue Berkeley, CA 94704 Attn: Gary Shows, President
La Jolla Village 4	La Jolla Village Shopping Center 8879 Villa La Jolla Drive La Jolla, CA 92037	0221-02	Reduce annual occupancy by \$50,000.	Howard B. Crittenden Trust dated 1988 117 Heather Drive Atherton, CA 94027-2119 P: 650/321-7343 SPP Real Estate (Mimnetonka), Inc. c/o AMB Institutional Realty Advisors, Inc. 505 Montgomery Street San Francisco, CA 94111 P: 415/394-9000
Hillcrest Cinemas 5	The Village Hillcrest Shopping Center 3965 Fifth Avenue, Suite B1-200 San Diego, CA 92103	0219-02	Reduce annual occupancy by \$75,000.	<u>Copied to:</u> SPP Real Estate (Mimnetonka), Inc. c/o Madison Marquette Retail Services, Inc. 8160-B1 Mira Mesa Boulevard San Diego, CA 92126 P: 858/536-9066 Spectrum Properties - Village Hillcrest, LP c/o SunCoast Properties, Inc. 3955 Fifth Avenue, Suite 201 San Diego, CA 92103-3104
Neptune Theatre 1	1303 45th Avenue N.E. Seattle, WA 98105	0244-50	Reduce annual occupancy by \$25,000.	Jean F. Moore, individually, Emil B. Fries, individually and as Special Attorney in Fact for Piano Hospital, under instrument filed March 12, 1973, with the Auditor of King County, File #7103170376; Carol Foote Thompson, as Trustee under the Carol Foote Thompson Trust, dated October 7, 1969; and Carol Foote Thompson, Trustee, Elizabeth F. Peterson Trust (collectively, Landlord) c/o Carol Foote Thompson 31251 Brooks Street

EXHIBIT C, PART 1: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Inwood Theatre 3	5458 West Lovers Lane Dallas, TX 75209	0236-01	Reduce annual occupancy by \$40,000.	<p>South Laguna, CA 92677</p> <p><u>With copies to:</u> Craig Thompson 1102 Prospect Place Vista, CA 92803 P: 760/940-9456</p> <p>Davis, Wright, Tremaine 2600 Century Square 1501 Fourth Avenue Seattle, WA 98101-1688 Attention: David E. Thorne</p> <p>RREEF Inwood Village L.P. c/o RREEF Management Company 3267 Bec Caves Road, Suite 118 Austin, TX 78746-6654 Attn: Kevin W. Archer, VP, Property Management P: 512/328-2020</p> <p>Subtenant: Cinema Bar, Inc. 6282 Willow Gate Dallas, TX 75230</p>
Dobie Landmark Theatre 4	2025 Guadeloupe, Suite 268 Austin, TX 78705	0255-01	Reduce annual occupancy by \$35,000.	<p>Dobie Center Properties, Ltd. 2025 Guadelupe, Suite 238 Austin, TX 75705-5687</p> <p>Davis Street Land Company of Missouri, L.L.C. Plaza Frontenac Management Office 97 Plaza Frontenac 1701 South Lindbergh Boulevard St. Louis, MO 63131 P: 314/432-6760</p>
Frontenac Plaza 6	210 Plaza Frontenac 1701 South Lindbergh Boulevard St. Louis, MO 63131	0250-30	Reduce annual occupancy by \$75,000.	<p><u>Copied to:</u> Davis Street Land Company of Missouri, L.L.C.</p>

EXHIBIT C, PART I: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Main Art 3	118 North Main Street Royal Oak, MI 48067-1809	0232-28	Reduce annual occupancy by \$35,000.	630 Davis Street, Suite 200 Evanston, IL 60201 P: 847/425-4004 Fred A. Erb JAV, L.L.C. 225 Norcliff Drive Bloomfield Hills, MI 48302
Mayan Theatre 3	100 Union Bank Center 110 Broadway Denver, CO 80203	0229-15	Upon approval of the BK Court, the rent will be reduced to \$8.00 psf(ann) for the first year of the new five (5) year term. Each year will have a 50 cent increase never to exceed original rent (\$10.00 psf).	<u>Copied to:</u> Edgemere Enterprises, Inc. 44 East Long Lake Bloomfield Hills, MI 48304 P: 248/644-6222 Lichtenberg Corporation of Delaware c/o Lichtenberg Corporation One Broadway, Suite A-310 Denver, CO 80203
Metro Cinemas 10	4500 9 th Avenue Seattle, WA 98105	0201-50	Effective 9/1/00: Percentage rent clause is eliminated, & is replaced with a theatre level gross profit % sharing: Landlord shall receive 20% of theatre level cash flow - above 7% of revenue, calculated and paid on an annual basis. Example Revenue \$3MM - Theatre level cash flow \$750,000 (25%). Tenant carve out 7% = \$210,000. Landlord receives 20% of \$540,000 = \$108,000. Base rent to be reduced to \$30,000 per month. Landlord continues to pay RE taxes. L.L.'s parking contra capped at \$2,000 per month. Tenant shall have the unilateral right to terminate this lease as of 2/28/02 w/ 120 day notice to L.L. If Lease is rejected, Tenant shall leave all improvements paid	Theatre Arts Building Partnership 4500 Ninth Avenue NE, Suite 300 Seattle, WA 98105 Attn: Dennis J. Loeb, Managing Partner P: 206/633-6039

EXHIBIT C, PART 1: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Varsity Theatre 3	4329 University Way N.E. Seattle, WA 98105	0246-50	<p>for by Landlord. Tenant has option to renew this agreement to 8/28/02, if the first years % rent exceeds \$100,000.</p> <p>Effective 10/1/00 through 10/31/02, gross occupancy reduced by \$50,000 per annum.</p>	<p>Ardean Stone Trustee, of The Roy Ewald Meister Revocable Trust 2657 Windmill Parkway, #337 Hendersen, NV 89104 P: 702/896-4722</p>
Canal Place Cinemas 4	333 Canal Street, Suite 329 New Orleans, LA 70130	0230-05	<p>Landlord shall forgive entire balance of buildout amortization \$300,000. Lease to be extended to 2/28/04. Effective 8/1/00-2/28/04, tenant to pay fixed monthly base rent of \$5,416 (\$65,000 per annum). Percentage rent shall be paid annually as follows: 8/1/00-7/31/01 - 8% over 1MM; 2nd yr. - 8% over \$950; 3rd year - 8% over \$925 & 4th year - 8% over \$900 (prorated). Tenant shall relinquish option rights.</p>	<p>The Shops at Canal Place, L.L.C. 365 Canal Street, Suite 1710 New Orleans, LA 70130 P: 504/522-9200</p>
Greenway Theatre 3	5 Greenway Plaza #C-400 Houston, TX 77046	0237-01	<p>Lease assumed term of the Lease extended to 3/31/02 commencing 9/1/00 through 3/31/02, payments would be reduced by \$1,583.33 per month. Any extension of the Lease beyond 3/31/02 is conditioned upon the rental obligation under the Lease reverting back to the full payment provided for under the lease. Cure amounts: \$1,665 for an electrical repair bill, and \$231 for past due operating expenses.</p>	<p>Crescent Real Estate Funding III, L.P. c/o Senterra Real Estate Group, L.L.C. 12 Greenway Plaza, Suite 1400-A Houston, TX 77046-1201 P: 713/965-2900</p> <p>Add to: Monumental Life Insurance Company c/o Aegon USA Realty Advisors, Inc. 4333 Edgewood Road NE Cedar Rapids, IA 52499-5223 Attn: Legal Department Re: Aegon Loan No. 87906</p>

EXHIBIT C, PART C: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE No.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
River Oaks Theatre 3	River Oaks Shopping Center 2009 West Gray Houston, TX 77019	0238-01	Commencing 12/1/00 and continuing for 21 months gross rent reduced from \$200,000 to \$130,000 per annum. At the end of the rent relief period, tenant shall have the right to terminate the Lease or revert to original rent and charges. Tenant must give notice in the 20th month of the rent relief period.	Weingarten Realty Investors 2600 Citadel Plaza Drive P.O. Box 924133 Houston, TX 77291-4133 P: 713/866-6000
Highland Park Theatre	Renaissance Place 1850 Second Street, Suite 110 Highland Park, IL 60035	0257-21	<p>1. "Minimum rent" (as defined in Section 1.01(g)) should be modified as follows:</p> <p>(i) \$107,250 per annum, payable in monthly installments of \$8,937.50, commencing on the Rent Commencement Date and continuing through the 24th full month of the Term;</p> <p>(ii) \$123,750 per annum, payable in monthly installments of \$10,312.50 for the next succeeding 36 months;</p> <p>(iii) \$136,125 per annum, payable in monthly installments of \$11,343.75 for the next succeeding 60 months; and</p> <p>(iv) \$148,500 per annum, payable in monthly installments of \$12,375 for the remainder of the Term.</p> <p>2. "Percentage rent" (as defined in Section 1.01(h)) should be modified to mean 6% of Gross Sales in excess of the applicable Minimum Annual Volume through the first 24 full months of the Term, and 5% of Gross Sales in excess of the applicable Minimum Annual Volume for the remainder of the of the Term.</p>	Renaissance Place, L.L.C. Davis Street Land Company, L.L.C. 630 Davis Street, Suite 200 Evanston, IL 60201 P: 847/425-4004

EXHIBIT C, PART 1: LIST OF MODIFIED THEATRE LEASES FOR LANDMARK THEATRE CORP.

NAME OF THEATRE	LOCATION	THEATRE No.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Embassy Cinema 6	16 Pine Street Waltham, MA 02154	0249-25	<p>3. "Minimum Rent" for the Renewal Terms should be modified as follows:</p> <p>(i) for the First Renewal Term, \$10 per square foot in the Premises, payable monthly; and</p> <p>(ii) for the Second Renewal Term, \$10.75 per square foot in the Premises, payable monthly.</p> <p>Effective upon assumption of lease retro to 9/1/00, and continuing for five years the base rent is reduced to \$240. Tenant to pay 15% of theatre level cash flow - above 7% of revenues, calculated and paid on an annual basis. Need lease assumption with a limited admin claim of one year. Tenant Unilateral right to terminate at end of rent relief.</p>	<p>Ship to Shore L.L.C. c/o The Athenacum Group P.O. Box 382663 Cambridge, MA 02238-2663 Attention: Alan R. Jones P: 617/489-6097</p>
Downer Theatre 2	2859 North Downer Avenue Milwaukee, WI 53211	0247-51	<p>Original deal as follows: Gross occupancy reduced to \$6,500 per month. Tenant and Landlord right to terminate the lease with 6 months notice from the first of any month.</p>	<p>Daniel J. Katz, John B. Crichton and Thomas A. Hauck c/o Katz Properties Inc. 316 East Silver Spring Drive, Suite 306 Whitefish Bay, WI 53217 P: 414/332-8080</p>

EXHIBIT C, PART 2: LIST OF MODIFIED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE No.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Silver Cinemas 10- Des Moines	6000 Aurora Avenue Des Moines, IA 50322	0007-04	Reduce term of lease to 5 years, plus three 5-year options.	SPI Holdings, L.L.C. One Maritime Plaza, Suite 1050 San Francisco, CA 94111 P: 415/288-7900 <u>Copied to:</u> Mark D. Lubin, Esq. Stein & Lubin, L.L.P. 600 Montgomery Street, 14 th Floor San Francisco, CA 94111
East Pointe 12	The Village at East Pointe Shopping Center 8300 Gateway East El Paso, TX 79907	0036-01	Reduce term of lease to 5 years, plus two 5-year options.	Gonzalez-Gomez 5128 Timberwolf El Paso, TX 79903 <u>Copied to:</u> Vince Attaguile 9434 Viscount, Suite 168 El Paso, TX 79925 P: 915/566-5751
Corporate Office - Dallas	4004 Bellline Road Suite 205, LB - 18 Addison, TX 75001-4363	0000-1	Reduce term to 6 months	Surveyor & Beltline, Inc. c/o Windsor Management Company 4002 Bellline Road Suite 100, LB-8 Addison, TX 75001-4363 P: 972/980-6836

EXHIBIT C, PART 2: LIST OF MODIFIED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Super Saver Cinema 8- Norwalk	Norwalk Square Shopping Center 13917 Pioneer Boulevard Norwalk, CA 90650	0107-02	5-year lease- effective upon assumption of lease and retroactive to 10/1/00 - with two 5-year options: Years 1-3 at \$166,540 Years 4-5 at \$198,540 Years 6-10 (if option exercised) at \$228,321 Years 11-15 (if second option exercised) at \$262,569. 7% of sales over 1,250.0MM; 5% of sales over 2MM. Assumption of lease. If later rejected one year admin. claim plus any rent relief realized. Unsecured claim amount of \$200,000.	RPD Norwalk, L.L.C. c/o NewMark Merrill Companies, L.L.C. 18801 Ventura Boulevard, Suite 300 Tarzana, CA 91356 P: 818/996-0700
Super Saver Cinema 8- Bell Road	Bell Canyon Pavilions Shopping Center 2710 West Bell Road, Suite 1125 Phoenix, AZ 85023	0104-14	5-year term with two 5-year options. 1 year at \$120,000 off 2 nd year at \$60,000 Balance @ \$50,000 Year 1: 1% of sales after 7%. Then 1% over \$500,000. START DATE 11/1/00	Robert Morrison Incorporated c/o G.T.T., Incorporated 2200 East River Road, Suite 11 Tucson, AZ 85718 P: 520/299-4554
Super Saver Cinema 8- Citadel Crossing	Citadel Crossing 901 North Academy Colorado Springs, CO 80909	0111-15	Effective 10/1/00- 9/30/08, gross occupancy reduced to \$11,364.58 per month. % rent at 0 to \$899,999- 0% \$900,000 and above at 10% Anytime after the 15 th month of the lease term (12/31/01), Landlord and/or tenant may terminate the lease within 30 days, however, tenant can have first right of refusal to accept the same fixed rent and other charges the third party is offering. Tenant to pay Landlord \$5,000 for reasonable out-of-pocket legal expenses.	Citadel Crossing Associates 11835 West Olympic Boulevard, Suite 1250 Los Angeles, CA 90064 Copied to: Citadel Crossing Associates c/o The Summit Commercial Group, Inc. 118 North Tejon Street, Suite 400 Colorado Springs, CO 80903 P: 719/520-1000

EXHIBIT C, PART 2: LIST OF MODIFIED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Super Saver Cinema 6- Joliet	1382 Louis Joliet Mall 3340 Mall Loop Drive Joliet, IL 60431-1054	0034-21	Effective 10/1/00- 9/30/02- \$50,000 per annum off gross rental- Tenant unilateral right to terminate on six months notice prior to 9/30/02. Landlord can void termination by continuing rent relief for another year. 8% over 1.1MM.	Urban Retail Properties Co. as agent for BRE/Louis Joliet L.L.C. P.O. Box 98736 Chicago, IL 60693 Copied to: Urban Retail Properties Co. of Illinois as agent for BRE/Louis Joliet L.L.C. 900 North Michigan Avenue Chicago, IL 60611-1582 Attn: Director of Lease Administration P: 312/915-1725
Movies 7 La Place	Riverlands Shopping Center 1324 West Airline Highway La Place, LA 70068	0009-05	Landlord will waive percentage rent for the remaining term.	GGP Limited Partnership/Riverlands Shopping Center 110 North Wacker Drive Chicago, IL 60601 Attn: Law/Lease Administration Dept P: 312/960-5000 Copied to: GGP Limited Partnership/Riverlands Shopping Center General Growth Management, Inc. Attn: Janine Hilburn 122 West Carpenter Freeway, Suite 530 Irving, TX 75039 P: 972/281-1700

EXHIBIT C, PART 2: LIST OF MODIFIED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE NO.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Super Saver Cinema 8- Westwood	Westwood Plaza 2809 South 126 th Avenue, Suite 297 Omaha, NE 68144	0116-35	Effective upon assumption of the lease and retroactive to 8/1/00-7/31/02, base rent shall be reduced by \$8,333.33 per month (\$100,000 per annum). Landlord shall receive 10% of theatre level cash flow. (revenue less all theatre level expenses), calculated and paid on an annual basis. Tenant shall have the right to terminate this lease as of 7/31/02 with at least 180 days prior written notice.	Westwood Plaza Limited Partnership c/o Seldin Company Montclair Professional Center 13057 West Center Road Omaha, NE 68144 P: 402/333-7373
Super Saver Cinema 8- Elmwood Center	Elmwood Designer Outlet Center 2050 Elmwood Avenue Buffalo, NY 14207	0117-10	Effective 11/1/00 through the term of the Lease, tenant's gross occupancy shall be reduced by \$100,000 per annum. Mutual right to terminate the Lease effective 2/1/01. Letter agreement being signed 12/20/00.	Niagara Buffalo Center Associates c/o Penn Capital Realty 124 East 40 th Street, 12 th Floor New York, NY 10016 Attn: Jordan Glick P: 212/682-4300 Copied to: Seligson, Rothman and Rothman 401 Broadway New York, NY 10013
Montwood 7	Montwood Shopping Center, Unit 15C 2200 N. Yarbrough Drive El Paso, TX 79925	0003-01	Effective 8/1/00-6/30/07, annual rent and charges reduced by \$75,000 per annum or \$6,250 per month. All other terms and conditions shall remain the same.	Montwood Shopping Center, Ltd. c/o Noddle Development Company 13710 FNB Parkway, Suite 100 P.O. Box 542010 Omaha, NE 68154-5200 P: 402/496-1616

EXHIBIT C, PART 2: LIST OF MODIFIED THEATRE LEASES FOR SILVER CINEMAS INC.

NAME OF THEATRE	LOCATION	THEATRE No.	STATUS OR LEASE MODIFICATION AGREEMENT	LANDLORD OR LESSOR
Market Square Theatres 5	Market Square Shopping Center 6604 Odana Road Madison, WI 53719	0123-51	Effective 10/1/00-9/30/02, reduced base rent by \$82,000 per annum. Tenant to have unilateral right to terminate the lease by giving Landlord 6 months prior written notice before end of rent relief period. If cash flow for the 12 month period would exceed \$100,000, tenant would pay an additional 15% of the cash flow above the \$100,000. Tenant to pay \$425.00 for roof repair. If gross receipts do not reach <u>\$325,000</u> for the period of 10/1/00-3/31/01, Landlord shall have the right to terminate the lease upon 30 days written notice. Tenant shall perform general house cleaning items such as tile in bathrooms and cleaning lobby carpet, etc.	Market Square L.L.C. c/o The Shaw Company 802 West Broadway, Suite 104 Madison, WI 53713 Attn: Judy Susmilch P: 608/221-8022
Budget Cinemas 4- East Towne	East Towne Mall Shopping Center 96 East Towne Mall Madison, WI 53704-3744	0122-51	Effective 10/1/00- the term of the Lease gross occupancy shall be reduced to \$145,000 per annum, payable in equal monthly installments. 1/31/2003 termination date.	Madison Joint Venture c/o The Richard E. Jacobs Group, Inc. 25425 Center Ridge Road Cleveland, OH 44145-4122 P: 440/871-4800
Budget Cinemas 6	East Town Mall 2350 East Mason Street Green Bay, WI 54302	0124-51	5-year term, with two 5-year options. Effective upon assumption of lease and effective 10/1/00 (can start the rent relief on 10/1/00), gross occupancy reduced as follows: Years 1-5: \$50,000 off Years 6-10 (if option exercised): \$35,000 off Years 11-15 (if second option exercised): \$20,000 off	Marlin Easttown, L.L.C. East Town Mall 2350 East Mason Street Green Bay, WI 54302 P: 920/468-8500 <u>Copied to:</u> Marlin Properties, Inc. One Northfield Plaza, Suite 305 Northfield, IL 60093

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EXHIBIT D: LIST OF PARTNERSHIPS AND INTERESTS

NAME OF PARTNERSHIP	INTEREST
Pavilion Cinemas Partnership, a California partnership	100% general and 75% limited partnership interest
O'Steen & Harvard Investments, a Washington partnership	50% general partnership interest
Valley Loft Associates, a California partnership	% interest unknown

EXHIBIT E: LIST OF NEW BUILD THEATRE LEASES

NAME OF THEATRE	PARTIES TO LEASE	LOCATION
Landmark's Uptown Cinema (Dallas)	Lease agreement between Landmark Theatre Corp. and West Village L.P. executed May 25, 1999	100 West Village 3699 McKinney Avenue Dallas, Texas 75204
Landmark's Bethesda Row Cinema	Lease agreement between Landmark Theatre Corp. and Street Retail, Inc. executed August 16, 1999, as amended by Lease Modification Agreement executed October 28, 1999	The Shoppes at Bethesda Row, Store #1 [No street address available; bounded by: East side of Woodmont Ave. between Bethesda Ave. and Elm St.] Bethesda, Maryland 20814
Landmark's Biograph Cinema	Lease agreement between Landmark Theatre Corp. and 555 11 th L.P. executed October 6, 1998	555 11 th Street, NW Washington, D.C. 20004
Landmark's Century Centre Cinema 7	Lease agreement between Landmark Theatre Corp. and Century L.L.C. executed July 17, 1998	Century Shopping Centre 2828 North Clark Street 4 th Floor Chicago, IL 60657

Exhibit F

Silver Cinemas Acquisition Co.
c/o Oaktree Capital Management, LLC
333 South Grant Avenue, 28th Floor
Los Angeles, California 90071

Messrs. Thomas Andrus, Larry Hohl, Paul Ledbetter and Michael Mullen
c/o Silver Cinemas International, Inc.
4004 Beltline Road
Addison, Texas 75001

Dear Messrs. Andrus, Hohl, Ledbetter and Mullen:

Silver Cinemas Acquisition Co. (the "Company") is pleased to make to each of you an offer of engagement (an "Offer") on the applicable terms and conditions set forth with respect to each of you on Exhibit A hereto (it being understood that the Company will make different Offers to each of you). Each Offer, together with such other terms and conditions mutually agreed to by you and the Company, shall be documented in a Transition Consulting Agreement (each, a "Transition Consulting Agreement"). The Company hereby agrees and covenants, and each of you, by executing a counterpart to this letter, agrees and covenants to negotiate your Transition Consulting Agreement in good faith.

Yours very truly,

SILVER CINEMAS ACQUISITION CO.

By: Patricia Wachtell
Name: Patricia Wachtell
Title: President

By: Kenneth Liang
Name: Kenneth Liang
Title: Vice President

Thomas Andrus

Larry Hohl

Paul Ledbetter

Michael Mullen

Silver Cinemas Acquisition Co.
c/o Oaktree Capital Management, LLC
333 South Grant Avenue, 28th Floor
Los Angeles, California 90071

Messrs. Thomas Andrus, Larry Hohl, Paul Ledbetter and Michael Mullen
c/o Silver Cinemas International, Inc.
4004 Beltline Road
Addison, Texas 75001

Dear Messrs. Andrus, Hohl, Ledbetter and Mullen:

Silver Cinemas Acquisition Co. (the "Company") is pleased to make to each of you an offer of engagement (an "Offer") on the applicable terms and conditions set forth with respect to each of you on Exhibit A hereto (it being understood that the Company will make different Offers to each of you). Each Offer, together with such other terms and conditions mutually agreed to by you and the Company, shall be documented in a Transition Consulting Agreement (each, a "Transition Consulting Agreement"). The Company hereby agrees and covenants, and each of you, by executing a counterpart to this letter, agrees and covenants to negotiate your Transition Consulting Agreement in good faith.

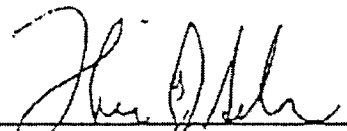
Yours very truly,

SILVER CINEMAS ACQUISITION CO.

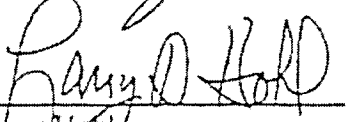
By: _____

Name:

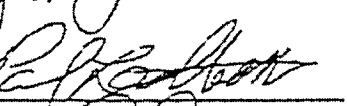
Title:



Thomas Andrus



Larry Hohl



Paul Ledbetter



Michael Mullen

Exhibit A

(i) All severance payable to Thomas Andrus, Larry Hohl, Paul Ledbetter and Michael Mullen (each an "Executive" and, together, the "Executives") upon the termination of their employment by Silver Cinemas International, Inc., less \$114,000 in the aggregate (such amount each Executive hereby agrees the Executives have no right to or claim against), shall be maintained in an interest-bearing escrow account maintained by the escrow agent appointed under the Purchase and Sale Agreement, dated the date hereof, among the Company and the Sellers named therein (the "Purchase and Sale Agreement"). Each Executive's share of such severance amounts (allocated as designated by the Executives in writing), together with interest earned thereon, shall be released within two (2) business days of the termination date of such Executive's Transition Consulting Agreement as provided below or upon the Company's earlier termination of such Executive's Transition Consulting Agreement or such Executive's death or physical inability to perform his Transition Consulting Agreement; provided, that such severance amount shall be forfeited in the event such Executive willfully breaches his Transition Consulting Agreement; provided, further, that no Executive shall have any right against the severance amount unless and until a writing signed by each Executive designating the allocation of the severance amount is delivered to the Company.

(ii) Each Transition Consulting Agreement shall provide that the Executive subject to it will provide consulting services to the Company on a full-time basis, or as otherwise directed by the Company, during the term of such agreement (provided that notwithstanding any such direction, each Executive shall be paid for no less than eight hours of work per business day during the term of such Executive's engagement under his Transition Consulting Agreement). The term of each Transition Consulting Agreement shall commence and shall terminate, subject to clause (iv) below, as follows:

<u>Executive</u>	<u>Commencement Date</u>	<u>Termination of Engagement Date</u>
Hohl	Earlier of Closing Date and May 18, 2001	21 days after commencement date
Andrus	Earlier of Closing Date and May 25, 2001	60 days after commencement date
Mullen	Earlier of Closing Date and May 18, 2001	28 days after commencement date
Ledbetter	Earlier of Closing Date and May 25, 2001	84 days after commencement date

Each Executive shall be paid on an hourly basis using an hourly rate based on such Executive's current gross base salary (assuming such salary represents a 40-hour workweek), without deduction for withholdings plus the employer portion of social security payments.

(iii) Each Executive whose Transition Consulting Agreement is in full force and effect as of June 8, 2001 shall be entitled to one week's unpaid vacation for each four-week period of service performed under such Transition Services Agreement at such times as may be mutually agreed with Buyer. Any day taken as a vacation day during the term of an Executive's Transition Consulting Agreement shall have the effect of extending the term of such agreement by one day beyond the termination date of such Executive's engagement forth in clause (ii) above.

(iv) During the term of each Executive's Transition Consulting Agreement, Buyer shall afford to Sellers and to the accountants, counsel and representatives of Sellers, reasonable access at Sellers' expense to such Executive during normal business hours for work relating to the wrap-up of Sellers' estate, so long as such access does not interfere (other than in a de minimus manner) with the Executive's obligations to Buyer.