

SO ORDERED.

SIGNED this 5th day of October, 2012.

Dale L. Somers

Dale L. Somers United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS

In re:)	
)	
)	Case No. 12-22602
DICKINSON THEATRES, INC.,)	
a Kansas corporation,)	Chapter 11
)	
Debtor.)	

INTERIM ORDER: (A) AUTHORIZING DEBTOR TO OBTAIN POST-PETITION FINANCING FROM PEOPLES BANK; (B) GRANTING LIENS AND SUPERPRIORITY CLAIMS IN FAVOR OF PEOPLES BANK; (C) AUTHORIZING USE OF PEOPLES BANK'S CASH COLLATERAL; (D) GRANTING ADEQUATE PROTECTION TO PEOPLES BANK; AND (E) SCHEDULING A FINAL HEARING

Upon consideration of the motion (the "Motion") (Docket No. 12)¹ of Dickinson Theatres, Inc. (the "Debtor"), for entry of interim and final orders authorizing the Debtor to, among other things: (i) obtain post-petition financing pursuant to sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), and 507 of Title 11 of the United States Code 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") on an interim basis and on a final basis, for the

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

sole purpose of obtaining post-petition financing in the amount of up to \$900,000.00 from Peoples Bank ("Peoples") (in its capacity as the Post-petition lender, the "DIP Lender") (the "Peoples DIP Facility") (a copy of the Peoples DIP Facility is attached to this interim order as Exhibit A); (ii) use cash collateral pursuant to Section 363 of the Bankruptcy Code; (iii) grant adequate protection pursuant to Sections 361, 362, 363, 364, and 507 of the Bankruptcy Code to Peoples (in its capacity as the Debtor's pre-petition secured lender, the "Pre-petition Lender"); and (iv) requesting the Court set, pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) a final hearing date (the "Final Hearing") on the Motion within thirty (30) days after the Petition Date (as defined hereinafter); the Court having reviewed the Motion; having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors and other parties-in-interest and to avoid immediate and irreparable harm to the Debtor, its business, employees, estate, creditors and other parties-in-interest; and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Motion was good and sufficient under the particular circumstances and that no other or further notice need be given; and upon the record herein; and after due deliberation thereon; and all objections to the Motion having been overruled, withdrawn, or otherwise resolved; and good and sufficient cause appearing, the Court hereby finds and concludes:

1. On September 21, 2012 (the "Petition Date"), the Debtor filed its voluntary petition in this Court for reorganization relief under Chapter 11 of the Bankruptcy Code, commencing the Debtor's Chapter 11 ease (the "Chapter 11 Case"). The Debtor continues to

operate its business and manage its properties as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case and, as of the date of the filing of this Motion, no official committees have been appointed or designated.

- 2. The Debtor has provided notice of the Motion and the Interim Hearing by overnight mail to: (i) the Office of the United States Trustee (the "U.S. Trustee"); (ii) the twenty (20) largest unsecured creditors of each Debtor; (iii) counsel to Peoples as the DIP Lender and Pre-petition; (iv) all known parties with liens of record on assets of the Debtor as of the Petition Date; (v) all financial institutions at which the Debtor maintain deposit accounts; (vi) the landlords for all non-residential real properties occupied by the Debtor as of the Petition Date; (vii) the Internal Revenue Service; and (viii) all other parties requesting notice pursuant to Bankruptcy Rule 2002. The Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rule 4001 in all respects.
- 3. Prior to the commencement of the Chapter 11 Case, Peoples, as the Debtor's Prepetition Lender, made certain loans and other financial accommodations (the "Peoples Prepetition Loan") to the Debtor pursuant to (i) that certain Loan Agreement dated as of February 19, 2012 (as amended, supplemented or otherwise modified prior to the date hereof, the "Peoples Pre-petition LOC Loan"), by and between Debtor as the borrower and Peoples as the Prepetition Lender. In connection with the Peoples Pre-petition LOC Loan, Debtor entered into certain collateral and ancillary documentation with Peoples (such collateral and ancillary documentation, along with the Peoples Pre-petition Credit Agreement are, collectively, the "Peoples Pre-petition Credit Documents"). The Peoples Pre-Petition Credit Documents also include a loan in the renewed principal amount, as of May 2012, of \$1,755,630.31 to Chenal

Cinemas, LLC, a subsidiary of Debtor, secured by the assets of Debtor and Midwest Cinema Group, Inc. (the "Chenal Loan").

- 4. As of the Petition Date, the Debtor was indebted under the Peoples Pre-petition LOC Loan in the approximate principal amount of \$44,935.00 plus interest accrued and accruing, costs, expenses, fees (including attorneys' fees and legal expenses) other charges and other obligations, including, without limitation, on account of cash management, credit card, depository, investment, hedging and other banking or financial services.
- 5. The Debtor's obligations under the Peoples Pre-petition Credit Documents are secured by all of Debtor's inventory, chattel paper, accounts, equipment and general intangibles. All collateral granted or pledged by Debtor to Peoples, pursuant to the Peoples Pre-petition Credit Documents, shall collectively be referred to herein as the "Peoples Pre-petition Collateral."
- 6. All of Debtor's cash, including, without limitation, all cash and other amounts on deposit or maintained in any deposit account by Debtor and any amounts generated by collection of Debtor's accounts receivable, sale of Debtor's inventory, or any other disposition of the Peoples Pre-petition Collateral constitute proceeds of the Peoples Pre-petition Collateral and therefore constitute cash collateral of the Prepetition Lender within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").
- 7. All of Peoples Prepetition Credit Documents executed and delivered by the Debtor Peoples as the Prepetition Lender are valid and enforceable by Peoples as the Pre-petition Lender against the Debtor. The liens and security interests of Peoples as Pre-petition Secured Lender in the Pre-petition Collateral, as security for the Peoples Pre-petition Loan, constitute valid, binding, enforceable and perfected first priority liens and security interests and are not

subject to avoidance, disallowance, subordination or recharacterization pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

- 8. Debtor also has an immediate and critical need to use Cash Collateral pursuant to the terms of this Order to, among other things, finance the ordinary costs of its operations, maintain business relationships with vendors, suppliers and customers, make payroll, and satisfy other working capital and operational needs. Debtor's access to sufficient working capital and liquidity through the use of Cash Collateral pursuant this Order is vital to the preservation and maintenance of the going concern value of the Debtor's estate. Consequently, without the continued use of Cash Collateral by Debtor, to the extent authorized pursuant to this Order, the Debtor and its estate would suffer immediate and irreparable harm.
- 9. Peoples as DIP Lender has indicated a willingness to provide the Debtor with a certain financing commitment, but solely on the terms and conditions set forth in this Order and in the DIP Facility. After considering all of their alternatives, the Debtor has concluded, in an exercise of its sound business judgment, that the financing to be provided by Peoples pursuant to the terms of this Order and the Peoples DIP Credit Agreement represents the best post-petition financing presently available to the Debtor.
- appropriate under section 364(d) of the Bankruptey Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, perfected, and non-avoidable prepetition security interest in or lien upon the property of the Debtor's estate, or (ii) the holders of such valid, perfected, prepetition security interests and liens have consented to the security interests and priming liens granted pursuant to this Order to Peoples (the "Non-Primed Liens").

- Bankruptcy Rules 4001(b)(2) and 4001(c)(2). In particular, the authorization granted herein for Debtor to continue using Cash Collateral and for the Debtor to execute the Peoples DIP Credit Agreement and obtain interim financing in the form of the Peoples DIP Facility, is necessary to avoid immediate and irreparable harm to the Debtor and its estate. Entry of this Order is in the best interest of the Debtor, its estate and creditors. The terms of the Peoples DIP Credit Agreement and the terms of Debtor's continued use of Cash Collateral pursuant to this Order are fair and reasonable under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.
- 12. The Debtor and Peoples have negotiated the terms and conditions of the Peoples DIP Credit Agreement and this Order (including Debtor's use of Cash Collateral pursuant hereto) in good faith and at arm's-length, and any credit extended and loans made to the Debtor pursuant to this Order and the Peoples DIP Facility shall be, and hereby is, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptey Code.
- 13. Based on the foregoing, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. The Motion is approved on the terms and conditions set forth in this Order. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled on the merits. This Order shall become effective and binding upon all parties in

interest immediately upon its entry. To the extent the terms of the Peoples DIP Facility differ in any material respect from the terms of this Order, this Order shall control.

B. The salient terms of the Peoples DIP Facility are generally described as follows²:

Borrower: Dickinson Theatres, Inc.

Midwest Cinema Group, Inc.; Pallazo 16 Theatres, LLC; Arizona Cinemas,

Co-Borrowers: LLC; Chenal Cinemas, LLC; Mesa Cinemas, LLC.

Lender: Peoples Bank.

Commitment: \$900,000.00 - consisting of the \$500,000.00 pre-petition facility and the

\$400,000.00 post-petition facility.

Restrictions on Use of

Credit Facility: General business operations.

Maturity Date: December 31, 2012

Priority and Liens: Junior liens on Debtor's assets encumbered by liens and mortgages of lenders

other than Peoples, senior liens on any assets of the Debtor that are presently unencumbered, and priming liens on all assets of the Debtor that are presently encumbered by the liens and mortgages of Peoples as the Pre-petition Lender, all without regard to any lease provision requiring a landlord's consent to any such

lien.

A first mortgage in the amount of \$550,000, on certain improved real property owned by the Debtor's subsidiary, Midwest Cinemas, LLC, and commonly known as 6801 West 107th Street, Overland Park, Kansas (the "Building").

Fees: A \$4,000.00 fee will be charged for the new line of credit. The Debtor will be

responsible for all closing costs including the appraisal, mortgage filing fees, environmental and any other third party costs required by Peoples for closing.

Interest Rate: Wall Street Journal Prime Rate plus 2.5% floating daily with a floor of 7.5%.

Interest due monthly with principal & accrued interest due at maturity.

Events of Default: See Other Items below.

Remedies Upon

Default: See Other Items below.

Other Items: All liens and right to repayment under the Peoples DIP Facility shall be senior to

² To the extent that any of the terms of the Peoples DIP Facility described in this Order are inconsistent with the terms of the Peoples DIP Facility as set forth in the attached <u>Exhibit A</u>, the terms as written in the attached <u>Exhibit A</u> shall control.

the rights and remedies of any other post-petition lender, including 6801 West 107th LLC as an additional post-petition lender of the Debtor.

Peoples, under the Peoples DIP Facility and the Peoples DIP Loan Agreement shall be paid in full prior to the Debtor making any payments to any other post-petition lender, including 6801 West 107th LLC in its capacity as a post-petition lender of the Debtor.

Peoples Pre-petition LOC Loan and the Chenal Loan will be cross-collateralized with a first position mortgage upon the Building. The mortgage shall become automatically enforceable and perfected upon the entry of this Order.

The liens securing the Peoples DIP Facility, in addition to the Replacement Liens (as defined hereinafter), shall also secure Peoples up to an additional \$350,000 of Automatic Clearing House exposure ("ACH"), above and beyond the \$900,000 Peoples DIP Credit Agreement.

The liens securing the Peoples DIP Facility shall only attach to the sale, disposition, or other liquidation, of any lease of non-residential real property the Debtor is currently a party to, of which the Debtor has filed a Motion to Reject Lease or Executory Contract ("Rejected Leasehold Interests"). The Peoples DIP Facility shall not be secured by any leasehold interest of Rejected Leasehold Interests of the Debtor in non-residential real property to which Peoples is not a party.

Upon the Debtor's default under the Peoples DIP Facility, Peoples rights to enforce the Peoples DIP Facility, with respect to use or occupancy of any Rejected Leasehold Interests to which the Debtor is a party, is expressly limited to: (i) all rights and remedies granted to Peoples under applicable non-bankruptcy law; (ii) all rights and remedies expressly consented to, in writing, from any landlord or lessor of the Debtor of such non-residential real property; and (iii) all other rights and remedies further ordered by this Bankruptcy Court, after appropriate notice and motion as required by the Bankruptcy Code and Bankruptcy Rules.

As to any lease(s) of non-residential real property, which the Debtor is currently a party to, and such lease(s) the Debtor is proposing to be retained/accepted, Peoples retains its rights, remedies and claims (if any) that existed prior to the Petition Date.

Peoples agrees to negotiate in good faith, as that term is defined in the Uniform Commercial Code as amended from time to time.

C. The Debtor is hereby authorized to enter into the Peoples DIP Facility and execute the Peoples DIP Credit Agreement and such additional documents, instruments, and agreements

as may be reasonably required by Peoples to implement the terms or effectuate the purposes of this Order.

- D. The Debtor is hereby authorized and directed to pay on demand all fees, expenses and other amounts payable under the terms of the Peoples DIP Credit Agreement in accordance with the terms of the Peoples DIP Credit Agreement.
- E. Upon execution and delivery of the Peoples DIP Credit Agreement, the Peoples DIP Credit Agreement shall constitute valid and binding obligations of the Debtor and shall be enforceable against the Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the Peoples DIP Credit Agreement or this Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable nonbankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim. However, the Debtor agrees to timely execute any documents necessary to effectuate the terms of this Order.
- F. Peoples, as the Pre-petition Lender is entitled to, pursuant to Sections 361 and 363(e) of the Bankruptcy Code, adequate protection of its interests in collateral under the Peoples Pre-petition Credit Agreement to the extent that there is a diminution in the value of its interests in such collateral from and after the Petition Date. As adequate protection for any such diminution in value, the Debtor proposes that Peoples as the Pre-petition Lender shall be granted, pursuant to Sections 361, 363(e), and 364(c) of the Bankruptcy Code, additional and replacement security interests and liens (the "Replacement Liens") in and upon all existing and after acquired real and personal, tangible and intangible, assets of the Debtor (the "Collateral").
- G. The Replacement Liens shall have the same relative priority as the liens securing their respective pre-petition claims, and be junior only to the liens granted to Peoples as the DIP

Lender, and Non-Primed Liens. The Replacement Liens are and shall be valid, perfected, enforceable and effective as of the date of the entry of the Interim DIP Order, without any further action by the parties and without the necessity of the execution by the Debtor of mortgages, security agreements. pledge agreements. financing statements or other agreements. However, the Debtor agrees to timely execute any documents necessary to effectuate the terms of this Order.

- H. The Replacement Liens and all adequate protection shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective by operation of law as of the Petition Date without any further action by the Debtor, or Peoples, and without the necessity of execution by the Debtor, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, fixture filings, filings with the U.S. Patent and Trademark Office, or other documents. However, the Debtor agrees to timely execute any documents necessary to effectuate the terms of this Order.
- I. The provisions of this Order shall be binding upon and inure to the benefit of Peoples and the Debtor, and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter appointed for or on behalf of any Debtor's estate or property). The provisions of this Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i) confirming any plan of reorganization in this Chapter 11 Case; (ii) converting the Chapter 11 Case to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing the Chapter 11 Case; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Order shall maintain their priority as provided by this Order until all of the obligations under the

Peoples DIP Facility are indefeasibly paid in full and discharged in accordance with the terms of the Peoples DIP Credit Agreement and this Order.

- J. If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (a) the validity of any of the obligations of the Peoples DIP Facility incurred prior to the actual receipt by Peoples, as applicable, of written notice of the effective date of such reversal, modification, vacatur or stay, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or pursuant to the Peoples DIP Credit Agreement with respect to any obligations of the Peoples DIP Facility. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or the incurrence obligations of the Peoples DIP Facility by the Debtor prior to the actual receipt by Peoples, of written notice of the effective date of such reversal, modification, vacatur or stay, shall be governed in all respects by the provisions of this Order, and Peoples shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, this Order, and the Peoples DIP Credit Agreement with respect to all uses of Cash Collateral and the incurrence of obligations of the Peoples DIP Facility by the Debtor.
- K. The Debtor is hereby authorized, without further order of this Court: (a) to enter into agreements with Peoples necessary to effectuate the terms of this Order; (b) to enter into agreements with Peoples providing for any non-material modifications to any of the Peoples DIP Credit Document, or for any other modifications to any Peoples DIP Credit Document necessary to conform such Peoples DIP Credit Agreement to this Order; and (c) to enter into any material modifications or amendments to any of the Peoples DIP Credit Agreement; provided, however, that the Debtor shall promptly provide notice of any material modification or amendment to such

Peoples DIP Credit Agreement to counsel to the official committee of unsecured creditors (if one is appointed in the Chapter 11 Case) and counsel to the U.S. Trustee, each of which shall have three (3) business days from the date of such notice within which to object in writing to such modification or amendment. If the official committee of unsecured creditors or the U.S. Trustee timely objects to any material modification or amendment to the applicable Peoples DIP Credit Document, such modification or amendment shall only be permitted pursuant to an order of this Court.

I.. The Final Hearing is scheduled for October 25, 2012 at 1:30 p.m. (prevailing Central Time) before this Court. The Debtor shall promptly serve a notice of entry of this Order and the Final Hearing, together with a copy of this Order, by first class mail, postage prepaid, upon: (i) counsel to the U.S. Trustee; (ii) the twenty (20) largest unsecured creditors; (iii) counsel to Peoples: (iv) all known parties with liens of record on assets of the Debtor as of the Petition Date: (v) all financial institutions at which the Debtor maintains deposit accounts; (vi) the landlords for all non-residential real properties occupied by the Debtor as of the Petition Date; (vii) the Internal Revenue Service; and (viii) all other parties requesting notice pursuant to Bankruptcy Rule 2002. The notice of the entry of this Order and the Final Hearing shall state that objections to the entry of the Final Order shall be filed with the United States Bankruptcy Court for the District of Kansas, by no later than 4:00 p.m. (prevailing Central Time) on October ___, 2012 (the "Objection Deadline"), which objections shall be served so that the same are actually received before the Objection Deadline by (a) counsel to the Debtor, (b) counsel to Peoples, and (c) counsel to the U.S. Trustee. Any objections by creditors or other parties-in-interest to any provisions of this Order shall be deemed waived unless timely filed and served in accordance with the foregoing terms.

M. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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Order prepared by:

ROBERT J. RAYBURN, III, ATTORNEY AT LAW

By: s/ Robert J. Rayburn, III
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Proposed General Corporate and Conflicts Counsel for the Debtor and Debtor-in-Possession

Approved STEVENS & BRAND, LLP

By: s/ Wesley F. Smith
WESLEY F. SMITH, #18517
900 Massachusetts, Suite 500
P.O. Box 189
Lawrence, Kansas 66044
Telephone ~ (785) 843-0811
Facsimile ~ (785) 843-0341
E-Mail ~ WSmith@StevensBrand.com
Counsel for Peoples Bank

Englished Comment of the Comment

Exhibit A

The Peoples DIP Facility





LOAN REQUEST SUMMARY

	Loan No Gal / Gol Account Officer inklets 2 10500597 117 CRW	
- CONTRACTOR OF THE PARTY OF TH	e only and do not limit the applicability of this document to any particular loan or Item.	

Borrower:

Dickinson Theatres, Inc.: Chenel Cinemas LLC: Palazzo 16 Theatres, LLC: Midwest Cinema Group. inc.; Mesa Cinemas LLC; and Arizona Cinemas, LLC

6801 W. 107th Street Overtand Park, KS 66213 Lender: PEOPLES BANK

Southcreek 13180 Metcalf Avenue Overland Park, KS 68213

REVOLVING LINE OF CREDIT

(Variable Rate)

Financed In Cash

AMOUNT REQUESTED:

\$891,260.00

PREPAID FINANCE CHARGES:

Loan Origination Fee

4,000.00

SECURITY INTEREST CHARGES:

UCC Filing Fee to Kansas Secretary of

State

10.00

Flood Certification and Life of Loan

Payable to CBCInnovis

6.00

Appraisal Fee to Bliss Associates, LLC Mortgage Registration Tax to RTA

2,500.00 1,430.00

Title Policy to Continental Title

Company

743.00

Future Release Fee to RTA

7.00

Mortgage Recording Fee to RTA to

36.00

eRecording Company

Title

8.00

NOTE AMOUNT:

\$900,000.00

\$0.00

PAYMENT CALCULATION:

Interest Method: 365/360 Disbursement Date: 10-04-2012 First Int Payment Oate: 10-09-2012 12-31-2012 Due Date: Int Payment Period: Monthly Variable Interest Rate: 7.500% Credit Insurance: None

Continental

Payment Schedule. Borrower's payment schedule consists of the following: 3 monthly consecutive payments, beginning October 9, 2012, with interest calculated on the unpaid principal balances at an interest rate based on the base rate on corporate loans posted by at least 70% of the top 10 banks by assets known as the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 2,500%, adjusted if necessary for the minimum and maximum rate fimitations for this loan, resulting in an initial interest rate of 7.500% per annum based on a year of 360 days; and one payment of \$902,062.50 en December 31, 2012, with interest calculated on the unpaid principal balances at an interest rate based on the base rate on corporate loans posted by at least 70% of the top 10 banks by assets known as the Wall Street Journal Prime Rate (currently 3.250%), plus a margin of 2.500%, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 7.500% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note.

LOAN REQUEST SUMMARY

Loan No: 10500597 (Continued)

I APR I	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
e 11.392%	\$12,250.00	\$896,000.00	\$908,250.00
0 17.032.70	4 (2, a.o.o.o.o	\$030,000.00	\$300,200.00

e means estimate

Page 2

COLLATERAL: Possessory Collateral, UCC - Financing Statement Collateral, Real Estate Collateral.

TRANSACTION NUMBER: 6752

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are astimates only; and, if a loan is made, different or additional fees and

charges may be imposed.

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BUSINESS LOAN AGREEMENT

Principal: Loan Date Maturity Loan No. Cal Coal: Account Officer Initials

\$900,000.00 10-04-2012 12-31-2012 10500597 117 CRW

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower:

Dickinzon Theatres, Inc.; Chenal Cinemas LLC; Palezzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mese Cinemas LLC; and Artzona Cinemas, LLC 6801 W, 107th Street

Overland Park, KS 56213

Lender:

PEOPLES BANK Southcreek 13180 Metcall Avenue Overland Park, KS 66213

THIS BUSINESS LOAN AGREEMENT dated October 4, 2012, is made and executed between Dickinson Theatres, Inc.; Chemal Cinemas LLC; Palazzo 16 Thoatres, LLC; Midwest Cinema Group, Inc.; Mese Cinemas LLC; and Antone Cinemas, LLC ("Borrower") and PEOPLES BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or tas applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be aubject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement;

TERM. This Agreement shall be effective as of October 4, 2012, and shell continue in full force and affect until such time as all of Borrower's Loans in favor of Lender have been paid in full, linduding principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until December 31, 2012

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority. Renald J. Horton, President/CEO of Deckinson Theatres, Inc.; Ronald J. Horton, Managing Member of Chenel Chemis LLC; Ronald J. Horton, Menaging Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, President/CEO of Midwest Cinema Group, Inc.; Ronald J. Horton, Managing Member of Arizona Cinemes LLC; and Ronald J. Horton, Managing Member of Arizona Cinemes, LLC.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lendar's salisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral: (3) financing statements and all other documents perfecting Lender's Security interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all whom and substance satisfactory to Lender and Lender's counsel.

Betrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duty authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender sit fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warrenters set forth in this Agreement, in the Related Documents, and in any document or cereficate delivered to Lander under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

Agreement of under any Related Document.

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covernants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured bans or otherwise extent additional credit with respect to any other Borrower. (B) with respect to any other Borrower alter, compromise, tenew, extend, accelerate, or otherwise change one or more sines the time for payment or other terms of any indebtedness, including moreases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, warve, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new containers (C) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's surreless, endotreers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when end what application of payments and credits shall be made on any indebtedness; (F) apply such security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer, assign or grant participations in all or any part of the Luan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (f) settle or compromise any Indebtedness, and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lander to the payment of any stabilities which may be due Lender or others.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreemant, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Dickinson Theatres, Inc. is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Kaneas Dickinson Theatres, Inc. is duly authorized to it should business in elicities in which Dickinson Theatres, Inc. is stong business. Specifically, Dickinson Theatres, Inc. is, and at all times shall be, duly qualified es a foreign corporation in all states in which the failure to so quality would have a material edverse effect on its business or financial condition. Dickinson Theatres, Inc. has the full power and authority to own its properties and to transact the business or financial condition. Dickinson Theatres, inc. has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Dickinson Theatres, Inc. mentaline its principal office at 6801 W. 107th Street, Orestand Park, KS 66213. Unless Dickinson Theatres, Inc. has designated otherwise in writing, this is the principal office at which Dickinson Theatres, Inc. has designated otherwise in writing, this is the principal office at which Dickinson Theatres, Inc. has the principal office at which Dickinson Theatres, Inc. state of organization or any change in Dickinson Theatres, Inc. state of organization or any change in Dickinson Theatres, Inc. and Dickinson Theatres authority or court applicable to Dickinson, Theatres, Inc. and Dickinson Theatres, Inc.

Chenal Cinemas LLC is a kmitted liability company which is, and et all times shell be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Arkansas. Chenal Cinemas LLC is duly authorized to transact business in all other states in which Chenal Cinemas LLC is doing business. Specifically, Chenal Cinemas LLC is, and at all times shall be, duly qualified as a foreign limited liebility company in ell states in which the feiture to so quelify would have a material adverse effect on its business or financial condition. Chenal Cinemas LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Chenal Cinemas LLC maintains an effice is the office at which Chenal Cinemas LLC keeps its books and records including its records concerning the Collateral. Chenal Cinemas LLC will notify Lender prior to any change in the location of Chenal Cinemas LLC's state of organization or any change in Chenal Cinemas LLC's name. Chenal Cinemas LLC hash deligible or any change in Chenal Cinemas LLC's state of organization or any change in Chenal Cinemas LLC's name. Chenal Cinemas LLC hash deligibles, ordinances, statistics, orders and decrees of any governmental or quest-governmental authority or court applicable to Chenal Cinemas LLC.

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 10500597

Palazzo 16 Theatres, LLC is a limited liability company which is, and at all times shall be, duty organized, validity existing, and in good standing under and by virtue of the laws of the State of Kansas. Polazzo 16 Theatres, LLC is duty authorized to transact business in all other states in which Palazzo 16 Theetres, LLC is doing business, heving obtained all necessary filings, governmental licenses and approvals for each state in which Palazzo 16 Theetres, LLC is doing business. Specifically, Palazzo 18 Theetres, LLC is, and at all times shall be, duty qualified as a foreign lemited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Palazzo 16 Theatres, LLC has the full power and authority to own its properties and to transact the business in which it is presently angiged or presently proposes to engage. Palazzo 16 Theatres, LLC meintains an office at 8801 W, 107th Streat, Overlend Perk, KS 68213. Unless Palazzo 16 Theatres, LLC has designated otherwise in writing, the principal office is the office at which Palazzo 15 Theatres, LLC keeps its books and records including its records concerning the Collateral. Palazzo 16 Theatres, LLC will notify Lander prior to any change in the location of Palazzo 16 Theatres, LLC's tate of organization or any change in Palazzo 15 Theatres, LLC's name. Palazzo 16 Theatres, LLC shall do all things necessary to preserve and to keep in full force and affect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quest-governmental authority or court applicable to Palazzo 16 Theatres, LLC and Palazzo 2 16 Theatres, LLC's business activities.

or quesi-governmental authority or court applicable to Palazzo 16 Theatres, LLC and Palazzo 15 Theatres, LLC's business activities. Midwest Cinema Group, Inc. is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under end by writtle of the Stelle of Kansas. Midwest Cinema Group, Inc. is duly authorized to transact business in all other states in which Midwest Cinema Group, Inc. is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Midwest Cinema Group, Inc. is doing business. Specifically, Midwest Cinema Group, Inc. is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a meta-of-all editoral effects effect on its business or financial condition. Midwest Cinema Group, Inc. has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Midwest Cinema Group, Inc. meintains its principal office at 6801 W 137th Street, Overfand Park, K5 65213. Unless Midwest Cinema Group, Inc. has designated otherwise in whichig, this is the principal office at which Midwest Cinema Group, Inc. keeps its books and records including its records concerning the Collateral. Midwest Cinema Group, Inc. will notify Lender prior to any change in Midwest Cinema Group, Inc.'s name. Midwest Cinema Group, Inc.'s in a feet or genization or any change in Midwest Cinema Group, Inc.'s name. Midwest Cinema Group, Inc. shall out life and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordered, and Midwest Cinema Group, Inc. and Midwest Cinema Gro

Mesa Cinemas LLC is a limited liability company which is, and at all times shall be, duly organized, velidity existing, and in good standing under and by writher of the laws of the State of Anzone. Mesa Cinemas LLC is duly suthorized to transact business in all other states in which Mesa Cinemas LLC is doing business. Specifically, Mesa Cinemas LLC is duly suthorized to transact business and approvals for each state in which Mesa Cinemas LLC is doing business. Specifically, Mesa Cinemas LLC is and at all times shall be, duly qualified as a foreign limited itability company in ell states in which the felture to so qualify would have a material adverse effect on its business or financial condition. Mesa Cinemas LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Mesa Cinemas LLC maintains an office at 6801 W 107th St., Overland Perk, KS 66213. Unless Mesa Cinemas LLC has designated otherwise in writing, the principal office is the office at which Mesa Cinemas LLC keeps its books and records including its records concerning the Collateral. Mesa Cinemas LLC will notify Lender prior to any change in the location of Mesa Cinemas LLC is name. Mesa Cinemas LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinancee, etatutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Mesa Cinemas LLC and Mesa Cinemas LLCs business activities.

Anzona Cinemas, LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtus of the faws of the State of Arizona. Anzona Cinemas, LLC is duly authorized to trensact business in all other states in which Anzona Cinemas, LLC is doing business, having obtained all nacessary fitings, governmental lecenses and approvals for each state in which Anzona Cinemas, LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Arizona Cinemas, LLC has the full power and authority to own its properlies and to trensact the business in which it is presently engaged or presently proposes to engage. Arizona Cinemas, LLC maintains an office at 6801 W. 107th Street, Overland Park, KS 66213. Unless Anzona Cinemas, LLC has designated otherwise in writing, the principal office is the office at which Arizona Cinemas, LLC keeps its books and records including its records concerning the Colleteral. Anzona Cinemas, LLC with notify Lender prior to any change in the location of Anzona Cinemas, LLC's state of organization or any change in Anzona Cinemas, LLC's name. Anzona Cinemas, LLC shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rodinences, stanties, orders and decreas of any governmental or quest-governmental authority or court applicable to Anzona Cinemas, LLC's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law refisting to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business. None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by at necessary ection by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bytaws, or (b) Borrower's articles of organization or membership agreements, or (c) any agreement or other instrument binding upon Borrower or (2) any law, governmental ragulation, count decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrowar's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute tegal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective larms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lander, and except for property lex liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties ere filled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hiszardous Substances. Except se disclosed to and acknowledged by Lendar in writing. Borrower represents end warrants that: (1) During the partod of Borrower's ownership of the Colleteral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threefened release of any Hazardous Substance by any person on, under, about or from any of the Colleteral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or volation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threefened release of any Hazardous Substance on, under, about or from the Colleteral by any point owners or occupants of any of the Colleteral, or (o) any actual or threatened titigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Colleteral shall use, generate, manufacture, stora, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Colleteral, and eny such activity shall be conducted in complience with ell applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower aborrowers and the gents to enter upon the Colleteral or make such inspections and tests as Lander may deem appropriate to determine compliance of the Colleteral with this section of the Agreement. Any inspections or tests made by Lander shall be all Borrower's expense and for Lander's Europeae only and shall not be construed to create any responsibility or intaility on the part of Lander to Sorrower or to any other person. The representations and warranties confished herein are based on Borrower's due diligence in investigating the Colleteral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and water any such laws, and (2) agrees to Indemnity defend, and told harmless Lender representations. Including the obligation to i

against Borrower is pending or threstened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, end all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lieo Priority. Unloss otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Blinding Effect. This Agreement, the Note, ell Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and ere fegally enforceable in accordance with their respective terms.

AFFIRMATIVE COVEHANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower with

Notices of Claims and Utigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened titigation, alems, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could meterially effect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Membain its books and records in accordance with GAAP, applied on a consistent basis, and permit tender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower

Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filling date for the lax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by Borrower.

Additional Requirements. Borrower to provide the Lender with annual combined limited audited financial statements, with bank selecting the ecounts to be audited, for the Borrowers as soon as evaluable, but in no event later then ninety (90) days after the end of each fiscal year.

Somewer to provide the Lender with annual financial statements for the Gueranior as soon as evaluable, but in no event later than ninety (90) days after the end of each fiscal year.

Borrower to provide the Lender with annuel lax returns for the Guarantor as soon as available, but in no event later than thirty (30) days after the epplicable filing date for the lax reporting period.

All finencial reports required to be provided under this Agraement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional information. Furnish such additional information and statements, as Lendor may request from time to time.

Additional Requirements. Combined Debi Service Coverage Ratio (DSCR): Minimum DSCR of 1.20.1 measured annually based on yearand tax returns or company financials, whichever the Bank chooses. DSCR is computed as follows: net income before interest, depreciation and amortization divided by all debt payments (interest expense and principal payments) required.

Combined Minimum Tangible Net Worth Tangible Net Worth will not be allowed to fall below \$4,000,000.00. Tangible Net Worth is defined as all assets minus ell intengible assets (i.e. goodwill, patents, trademarks, copyrights, etc.) minus ell liabilities. To be measured nuarterly.

Borrowers to provide the Bank with a quarterly obvariant compliance certificate within thirty days of quarter end

The Borrower agrees that the line of credit availability will be natured to \$500,000,000 (from \$900,000,00) and any outstanding balance above \$500,000 00 will be reduced thru the normal receipt and sweep of funds from the Borrower's operating account. This will occur once the Borrower has received ell of the funds necessary from \$801 W 107th Street, LLC., which is expected to be an additional \$500,000 00. In summary, the Bank lane will be drawn up to \$900,000.00 the the Borrower will receive funds from \$601 W , 107th Street, LLC of approximately \$500,000.00, then the Borrower will inform the Bank will then apply all deposits to the \$900,000.00 tine of credit and reduce the Bank borrowing to \$500,000.00. The Bank line of credit will remain permanently capped at \$500,000.00 point of credit and reduce the Bank borrowing to \$500,000.00. The Bank line of credit will remain permanently capped at \$500,000.00 point of credit and reduce the Bank borrowing to \$500,000.00. The Bank line of credit will remain permanently capped at \$500,000.00 point of credit and reduce the Bank borrowing to \$500,000.00. The Bank line of credit will remain permanently capped at \$500,000.00.00 point of credit and reduce the Bank borrowing to \$500,000.00. The Bank line of credit will remain permanently capped at \$500,000.00.00 point forward. The Borrower may then decide to apply the excess depository funds to the loan from \$801 W 107th Street, LLC.

Borrower agrees to execute Peoples Bank term note documents (loan # 40012345) required to complete the cross collateralization of the \$550,000 mongage on 6801 W. 107th Street property once documents are prepared

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, covereges and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior withen notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering essets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such tender's tose payeble or other endorsements as Lander may require.

Insurance Reports. Furnish to Lender upon request of Lander, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the smount of the policy; (4) their properties insured. (5) the their current property values on the basis of which insurance has been obtained, and the manner of determining those values, and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often their enniesty). Borrower will have an independent appreiser satisfactory to Lender determine, as epplicable, the actual cash value or replacement cost of any Collateral. The cost of such appreiser shall be gold by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans In favor of Lender, executed by the guerantor named below, on Lander's forms, and in the emount and under the conditions set forth in those guaranties.

Name of Guarantor

Amount

Ronald J. Horton

Ųniim**ite**d

Other Agreements. Comply with all tame and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lander immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lander in writing.

Taxes, Cherges and Llena. Pay and discherge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would ettach, and all lawful claims that, if unpaid, might become a flen or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay end discharge any such assessment, tax, charge, levy, ten or claim so long as (1) the legality of the same shall be contested in good felth by appropriate proceedings, and (2) Borrower shall have activities on Borrower's books adequate reserves with respect to such contasted assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintein executive and management personnel with substantially the same quelifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Case 12-22602 Doc# 100 Filed 10/05/12 Page 19 of 66

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 10500597

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to envisuolisance, or any weste or by-product of any substance defined as toxic or a hezardous substance under applicable federal, stets, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all lews, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Sonower's properties, businesses and operations, and to the use or occupancy of the Collegeal, including without limitation, the Americans With Dissplittles Act. Borrower may contest in good feith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to during so and so long as, in Lander's sole opinion, Lander's interests in the Colleteral are not jeopardized. Lender may require Borrower to post adequate security or a sweety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Parms employees or eigents of Lender at any reasonable time to inspect any and all Colleters for the Loan or Loans and Borrower's other properties and to examina or sudit Borrower's books, accounts, and records and to make copies and memorands of Borrower's books, accounts, and records. If Borrower now or at any time hereafter meintains any records (including without limitation computer generated records and computer software programs for the generated records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expanse.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or grission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such anvironmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities, shall furnish to Lendar promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, liter, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omession on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lander such promissory notes, mortgages, deeds of trust, security agreements, essignments, financing stetements, instruments, documents and other agreements as Lander or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially effect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay winer due any amounts Borrower's required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deams appropriate, including but not limited to discharging or paying all taxes, leans, security interests, encumbrances and other calains, at any time leviled or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender for but purposes will be be made in the batance of the Note and be apportioned among and be payable with any installinent payments to become due during either (1) the term of any applicable insurance policy; or (2) the ramanting term of the Note instudity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in uffect, Borrower shall not, without the prior written consent of Lender:

Continuity of Operations. (1) Engage in any business activities substantially diffatent then those in which Borrower is presently engaged. (2) cesse operations, liquidate, merge, transfer, acquire or conscilidate with any other untilly, change its name, disactive or transfer as foolatered out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only actions as no Event of Default has occurred end is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended). Borrower may pay cash dividends on its stock to its atherholders from time to time in amounts necessary to anable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or utter or amend Borrower's capital structure.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other egreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if. (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other egreement that Borrower or any Guarantor has with Lender, (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a patition in bankruptoy as stirillar proceedings, or is adjudged a benkrupt. (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of eny Guarantor, or in the value of any Colleteral securing eny Loan; or (D) eny Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other blan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable faw, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other accounts. This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lander, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness ageinst any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Releted Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lander and Borrower

Default in Favor of Third Parties. Borrower or any Grentor defaults under any loen, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in fevor of any other creditor or person that may materially effect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents

False Statements. Any warrenty, representation or statement made or furnished to Lendar by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material raspect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Inservency. The dissolution or termination of Borrower's existence as a going business, the inservency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or inservency lews by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents cassas to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditur of Borrower or by any governmental agency against any collateral securing the Loan This includes a garmahment of any of Borrower's eccounts, including deposit accounts, with Lender However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the dain which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or furfeiture proceeding and deposits with Lender montes or a surely bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or band for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrowet

Advance Change. A material advance change occurs in Borrower's finencial condition, or Lendar believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, ell commitments and obligations of Lender under this Agreement or the Related Documents of any other agreement immediately will terminate (நடியுத்து அத்துற்கு) இதுக்க நெருக்கும் முற்று முறியுக்கு இண்டு முறியுக்கு இண்டு முறியுக்கு முறியுக்கு

become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the finsolvency's subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

RE-APPRAISAL AND RE-MARGIN. Re-Appraisal. Gorrower(s) agrees that at anytime the Lender in good faith determines that it is researched according to standard banking practice to update information regarding the fair market value of the collateral (by ordering a new appraisal or otherwise) which secures present debt, including without limitation that the loan becomes criticized and/or classified by bank regulators, external auditors and/or internal auditors. Borrower(s) agree to allow the Lender and its appraisars and other agents to conduct an appraisal and Borrower(s) agree(s) to pay the cost of such re-appraisal. Failure of Borrower(s) to comply with the terms and conditions of this subparagraph shall be considered a material default in the terms and conditions of this Agreement.

Re-Margin Requirement. In the event that the Lender determines in good faith using safe and sound banking practice that the appraised fair market value of the collateral declines as evidenced by an updated appraisal or otherwise, Borrower(s) agrees to improve the debt to collateral value ratio to the ratio required by Lender policy using safe and sound banking practice by any combination of (1) payment by Borrower(s) of funds to Lender in order to reduce the principal amount of the present debt and/or (2) the addition of collateral in an amount detarmined sufficient by the Lander to establish the proper loan-to-value ratio according to Lender policy using safe and sound banking practice. Falling of the Borrower(s) to comply with the terms of this autoparagraph shell be considered a material default in terms and conditions of this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, tagether with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters sat forth is this Agreement. No aleration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or perfes sought to be charged or bound by the alteration or amendment.

Attorneys' Feas; Expenses. Lander may hire or pay someone else to help enforce this Agraement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include all masonable costs incurred in the collection of the Loan, including but not limited to, court costs, attorneys' fees and collection agency feas, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Less Participation. Borrower agrees and consents to Lendar's tale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrafeted to Lendar. Lendar may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lendar may have about Sorrower or soout any other metter releting to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation agreement or egreements governing the sale of such participation interests. Borrower further welves all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionely agrees that either Lendar or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of eny personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preampted by federal law, the laws of the State of Kensas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Kensas.

Choice of Venue. If there is a Iswauit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Johnson County, State of Kanssa

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and ell references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, perthership, limited fiability company or similar entity. It is not necessary for Lender to inquire into the powers of any of the officers, directors, perthers, members, or other egents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agraement.

No Walvar by Lender. Lender shall not be deemed to have welved any rights under this Agreement unlass such waiver is given in writing and signed by Londer. No deley or ordission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with their provision or any other provision of this Agreement. No prior waiver by Lender, not any course of dealing between Lender and Borrower, or between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute conflinting consent to subsequent instances where such consent is required and in all cases such consent may be granted or withhald in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by taw), when deposited with a nationally recognized overright courier, or, if mailer, when deposited in the united States man, as first class, certified or registered mail postage prepaid, directed to the address-shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender Informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent junsdiction finds any provision of this Agreement to be lifegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the oftending provision illegal, invalid, or unenforceable as to any other person of circumstance. If fassible, the affending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered detected from this Agreement. Unless otherwise required by faw, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenent, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstending the foregoing however, under no circumstances shall this Agreement be construed to require Lander to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on bahaff of Borrower contained in this Agreement or any Related Documents shall bind Borrower's auccessors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and coverants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents, Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and coverents will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be confinding in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is mede, and shall remain in full force and effect until such ume as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby walve the right to any jury trial in any action, proceeding, or countarcleim brought by any party against any other party.

Arbitration. This provision replaces and supersedes any and all prior Arbitration provisions in any and all iosn docinges ந்தில் இழி இந்து இரு மால்கள் இரு (promise of the provision) எழுத்திருந்து கழில் இருக்கு மால் deeds

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 10500597

or mortgages, etc.). Borrower and lender mutually agree that all disputes, claims, and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated upon reguest of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Arbitrators must be active members of the Kansas State Bar or retired Judges of the state or federal Judiciary of Kansas, with expertise in the substantive law applicable to the subject matter of the Dispute. The parties shall meet and agree on selection of the arbitrator or arbitrators. In the event the parties cannot agree on the arbitrator or arbitrators, each party shall appoint a member of the Kansas State Bar to participate in the selection of the arbitrator or arbitrators, each party shall appoint a member of the Salection Committee shall select the arbitrator or arbitrators. After the members of the Selection Committee have selected the arbitrator or arbitrators. After the members of the Selection Committee have selected the arbitrator or arbitrators, their authority is concluded. Arbitrators are empowered to resolve Disputes by summary rulings in response to molions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the State of Kansas, (ii) may grant any remedy or relief that a court of the state of Kansas could order or grant within the scope hereof and such ancillar

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings ethibuted to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted ecocunting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a dispursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" meens Dickinson Theatres, Inc.; Chenal Cinemas LLC, Palazzo 16 Theatres, LLC; Midwest Chema Group, Inc.: Mesa Cinemas LLC; and Arizona Cinemas, LLC and includes all co-signers and co-makers signing the Note and all their successors and

Colleteral. The word "Colleteral" means all property and assets granted as colleteral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, colleteral mortgage, deed of trust, assignment pladge, crop pledge, chattel mortgage, colleteral chattel mortgage, chattel mortgage, colleteral chattel mortgage, colleteral chattel mortgage, chattel mortgage, chattel mortgage, chattel mortgage, chattel mortgage, colleteral mortgage, chattel mortgage, colleteral mortgage, chattel mortgag

Environmental Laws. The words "Environmental Laws" mean any and all steto, federal and local statutes, regulations and ordinances relating to the protection of human health of the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, at seq. ("CERCLA"), the Superfund Amendmental and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hezardous Materials Transportation Act, 48 U.S.C. Section 1801, at seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or federal laws, rules, or regulations edopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Colleterel for the Losn, including without limitation all Borrowers granting such a Security Interest.

Guaranter. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Quaranty. The word "Guaranty" means the gueranty from Guarantor to Landar, Including without limitation a guaranty of all or part of the

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, troated, stored, disposed of, generated, manufactured, transported or otherwise heridied. The words "Hezardous Substances" are used in their vary broadest sense and include without limitation environment and the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement of under any of the Related Documents.

Lander. The word "Lander" magns PEOPLES BANK, its successors and assigns

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereefter existing, and however evidenced, including without limitation those loans and financial accommodations described berein or described on any exhibit or schedule ettached to this Agreement from time to time.

Note. The word "Note" means the Note dated October 4, 2012 and executed by Dickinson Theatres, Inc.; Chenal Cinemas LLC; Patazzo 16 Theatres, LLC, Midwest Cinema Group, Inc.; Mesa Cinemas LLC; and Arizona Cinemas, LLC in the principal amount of \$900,000 00, together with all renewals of, extensions of, modifications of, refinancings of, controlled those of, and substitutions for the note or credit

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, anvironmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, avidencing, governing, representing, or creating a Security Interest

Security Interest. The words "Security interest" moan, without limitation, any and all types of colleteral security, present and future, whether in the form of a fien, charge, encumbrance, mortgage, deed of trust, security deed, essignment, pledge, crop pleage, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as accurity device, or any other security of figh interest whatsoever whether created by law, contract, or otherwise

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 10500597

Page 7

Borrower's Initials	NO ORAL AGREEMENTS. This written agreement is the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Borrower.
	NONSTANDARD TERMS. The following space contains all nonstandard terms, including all previous oral agreements, if any, between Lander and Borrower:
Lender's Initials	·
	By initialing the boxes to the left, Lender end Borrower affirm that no unwritten oral egreament exists between them.
BDRROWER ACKNOWN	LEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO INESS LOAN AGREEMENT IS DATEO OCTOBER 4, 2012.
BORROWER:	
DICKINSON THEATRES	s, INC.
Ronald J. Hortor Theatres, Inc.	o, Prasident/CEO of Dickinson
CHENAL CINEMAS LLC	
By: Ronald J. Horton, Cinemas LLC	Managing Member of Chenal
PALAZZO 18 THEATRE	S. LLC
Ronald J. Horton, I Theatres, LLC	Managing Member of Palazzo 16
MIDWEST CINEMA GR	DUP, INC.
By: Ronald J. Horton, P Group, Inc.	resident/CEO of Midweet Cinema
MESA CINEMAS LLC	
By: Ronald J. Horton, Cinemas LLC	Managing Member of Mesa
ARIZONA CINEMAS, LL	c
By: Ronald J. Horton, Cinemas, LLC	Managing Member of Arizone
LENDER:	
PEOPLES BANK	
By: Charles R, Wooten,	Jr., Community President
	LASER FIRE Landing, for 12.2,6 to 3 Core Harmon's Process Seasons for 1987 1013 of Rights Reserved. Big (compaCFE) PLC-26 FC TR-4753 PR-43





BUSINESS LOAN AGREEMENT

Principal Loss Date Maturity Loss No. Cal/Cal. \$900,000.00 10-04-2012 12-31-2012 10500597 117 Officer | Initials Call Call Account CRW References in the boxes above are for Lander's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing """ has been contited due to text length limitations.

Dickinson Theatres, Inc.; Chenat Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group Inc.; Mass Cinemes LLC; and Arizona Cinemas, LLC 6801 W. 197th Street

Overland Park, KS 66213

Lender: PEOPLES BANK

13180 Matcalf Avenue Overland Park, KS 66213

THIS BUSINESS LDAN AGREEMENT dated October 4, 2012, is made and executed between Dickinson Theatree, Inc.; Chenal Cinemas LLC; Pelazzo 15 Theatree, LLC; Midwest Cinema Group, Inc.; Mesa Cinemas LLC; and Artsona Cinemas, LLC ("Borrower") and PEOPLES BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial ions from Lender or has applied to Lender for a commercial ion or ions or other financial ecommodations, including those which may be deacribed on any exhibit or schedule attached to this Agreement. Borrower understands and agreements [A] in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and [C] all such Loans shall be and remain subject to the terms and conditions of this Agreement. conditions of this Agreement.

TERM. This Agreement shall be effective as of October 4, 2012, and shall continue in full force and effect until such time as at of Sorrower's Loans in favor of Lander have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until December 31, 2012.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Bortower, at Lender's address shown above, written notice of revocation of such authority: Ronald J. Horton, President/CEO of Dickinson Theatres, Inc.; Ronald J. Horton, Managing Member of Chenal Ginamas LLC; Ronald J. Horton, Managing Member of Paiszzo 16 Theatres, LLC; Ronald J. Horton, President/CEO of Mittheast Clinamas Group, Inc.; Ronald J. Horton, Managing Member of Mass Cinemas LLC; and Ronald J. Horton, Managing Member of Artzons Cinemas, LLC.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lendar's obligation to make the Initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's setisfaction of all of the conditions set forth in this Agreement and in the Related Documents

Loan Documents Borrower shell provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral. (3) financing statements and all other documents perfecting Lender's Security Interests, (4) evidence of insurance as required below, (5) guerantes: (6) together with all such Related Documents as Lender may require for the Loan, all in form and substance satisfactory to Lender and Lendar's counsel.

Berrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duty authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided auch other resolutions, euthorizations, documents and instruments as Lender or its counsel, may require

Payment of Fass and Expenses. Borrower shall have beid to Londer all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Releted Document

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document

Agreement or under any Related Document

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interorisingeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in the Agreement, including without intillation all representations, weranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured cans or otherwise acted additional credit with respect to any other Borrower; (B) with respect to any other Borrower effer, compromise, renew, extend, excelerate, or otherwise change one or more times the time for payment or other terms of any indepteness, including increases and decreases of the rate of interest on the indebtedness. (C) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release eny security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or decide not to perfect, and release eny security, with or without three sureties, encorsers, or other guarantors on any terms or in any manner Lender may choose. (E) determine how, when and what application of peyments and credits shall be made on any indebtedness; (F) apply such security and ciract this order or manner of sale of any Collateral, including without tripitation, any non-judicial sale permits do it in the controlling security agreement or deed of furst, as Lender to its osciention may determine. (G) sell, transfer, assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights ageinst Borrower or others, or otherwise act or refrain from acting; (I) whether or compromise any Indebtedness; and (J) subordinate the payment of all or any part of any Of Borrower's indabtedness to Lender to the payment of any liabilities which may be due Lender or others.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any ranewal, extension or modification of any Loan, and at all times any indebtechess exists:

Organization. Dickinson Theatres, Inc. is a corporation for profit which is, and at all limes shall be, duty organized, validly existing, and in Organization. Dickinson Theatres, Inc. is a corporation for profit which is, and at all times shall be, duty organized, validly existing, and in good standing under and by virtue of the laws of the State of Kansas. Dickinson Theatres, Inc. is duly subnorized to trensact business in all other states in which Dickinson Theatres, inc. is doing business. Expedically, Dickinson Theatres, inc. is, and at all times shall be, duty qualified as a foreign corporation in all states in which the failure to so qualify. Dickinson Theatres, inc. is, and at all times shall be, duty qualified as a foreign corporation in all states in which the failure to so qualify would have a malernal elevate effect on its business or financial condition. Dickinson Theatres, Inc. has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Dickinson Theatres, Inc. maintains its principal office at 6801 W. 107th Street. Overland Park, KS 65213. Unless Dickinson Theatres, Inc. has designated otherwise in writing, this is the principal office at which Dickinson Theatres, Inc. has designated otherwise in writing, this is the principal office at which Dickinson Theatres, Inc. as state of organization or any change in Dickinson Theatres, Inc. as state of organization or any change in Dickinson Theatres, Inc. is state of organization or any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, Inc. is state of organization of any change in Dickinson Theatres, name. Dickinson Theatres, Inc. shall do all things necessary to preserve and to keep in full force and effect its enstence, rights and privileges, and shall compty with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Dickinson Theatres, Inc. and Dickinson Theatres, Inc.'s business activities.

Chenal Cinemas LLC is a limited liability company which is, and at all times shall be, duty organized, velidly existing, and in good standing under and by virtue of the laws of the State of Arkensas. Chenal Cinemas LLC is duly authorized to transact business in all other states in which Chanal Cinemas LLC is doing business, having obtained all nacessary fittings, governmental licenses and approvals for each state in which Chanal Cinemas LLC is doing business. Specifically, Chanal Cinemas LLC is, and at all times shall be, duty qualified as a foreign imitted liability company in all states in which the failure to so qualify would have a maternal adverse effect on its business or financial condition. Chanal Cinemas LLC has the full power and authority to own its properties and to transact the business in which it is presently condition. Charas Lt.C has the full power and authority to own his properties and to trainsact the business in written it is presently engaged or presently proposes to engage. Chenal Cinemas Lt.C maintains an office at 6801 W. 107th Streat, Overtand Park, KS 66219. Unless Chenal Cinemas Lt.C has designated otherwise in writing, the principal office is the office at which Chenal Cinemas Lt.C keeps its books and records including its records concerning the Collisteral Chenal Cinemas Lt.C will notify Lender prior to any change in the focation of Chenal Cinemas Lt.C: state of organization or any change in Chenal Cinemas Lt.C: a name. Chenal Cinemas Lt.C shall do all things necessary to oreserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordanaloss, sterules, ordans and decrees of any governmental or quasi-governmental authority or court applicable to Chenal Cinemas Lt.C. and Chenal Cinemas LLCs business actualies Case 12-22602 Doc# 100 Filed 10/05/12 Page 24 of 66

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 10500597

Palazzo 16 Theatres, LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the Stale of Kanses. Palazzo 15 Theatres, LLC is duly authorized to transact business in all other states in which Palazzo 15 Theatres, LLC is doing business, having obtained all necessary filings, governmental illoances and approvals for each state in which Palazzo 16 Theatres, LLC is doing business. Specifically, Palazzo 15 Theatres, LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Palazzo 15 Theatres, LLC has the duly down and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Palazzo 15 Theatres, LLC maintains an office at 6801 W, 107th Street, Overland Park, KS 66213, Unless Palazzo 15 Theatres, LLC has designeted otherwise in writing, the principle office is the office at which Palazzo 15 Theatres, LLC has been at which Palazzo 15 Theatres, LLC will notify Lender prior to any change in the location of Palazzo 15 Theatres, LLC's state of organization or any change in the location of Palazzo 15 Theatres, LLC's name, Palazzo 16 Theatres, LLC's state of organization or any change in the location, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decreas of any governmental or quasi-governmental authority or court applicable to Palazzo 16 Theatres, LLC and Palazzo 16 Theatres, LLC's business activities.

or gussi-governmental authority or court applicable to Patazzo 16 Theatres, LLC and Palazzo 16 Theatres, LLC's business activities.

Midwest Cinema Group, Inc. is a corporation for profit which is, and at all bimes shall be, duly organized, validity existing, and in good standing under and by virtue of the faxe of the State of Kansas. Midwest Cinema Group, Inc. is duly authorized to transact business in ell other states in which Midwest Cinema Group, Inc. is doing business, having obtained all necessary fittings, governmental licenses and approvale for each state in which Midwest Cinema Group, Inc. is doing business. Specifically, Midwest Cinema Group, Inc. is all states in which be fully to so qualify would have a material adverse effect on its business or financial condition. Midwest Cinema Group, Inc. has the full power and authority to own its properties and to transact the business in which it is pressently engaged or presently proposes to engage. Midwest Cinema Group, Inc. maintains its principal office at 8801 W. 107th Street, Overland Park, KS 66213. Unless Midwest Cinema Group, Inc. has designated otherwise in writing, office at 6801 w. 107th Street, Overland Park, KS 66213. Unless Midwest Cinema Group, Inc. has designated otherwise in writing, office at Cinema Group, Inc. with notify Lender prior to any change in the location of Midwest Cinema Group, Inc.'s state of organization or any change in Midwest Cinema Group, Inc.'s name. Midwest Cinema Group, Inc. shall do all things necessary to preserve and to keep in full force end effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Midwest Cinema Group, Inc. and Midwest Cinema Group, Inc. a

Mesa Cinemas LLC is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the taws of the State of Arizona. Mesa Cinemas LLC is duly exthorized to transact business in all other states in which Mesa Cinemas LLC is doing business, having obtained all necessary flongs, governmental licenses and approvals for each state in which Mesa Cinemas LLC is doing trusted liability company in all states in which the failure to so quality would have a material advice effect on its business or financiat condition. Mesa Cinemas LLC has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Mesa Cinemas LLC maintains on office at 6601 W. 107th St., Overland Park, KS 66213. Unless Mesa Cinemas LLC has designated otherwise in writing, the principal office is the office at which Mesa Cinemas LLC keeps its books and records including its records concerning the Collateral. Mesa Cinemas LLC will notify Lender prior to any change in the location of Mesa Cinemas LLC state of organization or any change in Mesa Cinemas LLC same. Mesa Cinemas LLC state of organization or any change in Mesa Cinemas LLC some the state of organization or any change in Mesa Cinemas LLC some that is all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quest-governmental authority or court explicable to Mesa Cinemas LLC and Mesa Cinemas LLC soul suggests cutvities.

Anzona Cinemas, LLC is a limited liability company which is, and st all times shall be, duly organized, validly existing, and in good standing under end by wirths of the laws of the State of Artzona. Anzona Cinemas, LLC is duly authorized to transact business in all other states in which Artzona Cinemas, LLC is duly durable for each state in which Artzona Cinemas, LLC is duling business. Specifically, Artzona Cinemas, LLC is duling business. Specifically, Artzona Cinemas, LLC is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Artzona Cinemas, LLC has the full power and authority to own its properties and to transact the business in which this power and authority to own its properties and to transact the business in which this presently engaged or presently processes to engage. Arizona Cinemas, LLC maintains an office at 6801 W 107th Street, Overland Perk, KS 66213. Unless Anzona Cinemas, LLC has designated otherwise in writing, the principal office is the office at which Arizona Cinemas, LLC keeps its books and records exceeding the records exponenting the Colleteral. Arizona Cinemas, LLC in notify Lander prior to any change in the location of Arizona Cinemas, LLC's state of organization or any change in Anzona Cinemas, LLC's name. Arizona Cinemas, LLC shell do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Arizona Cinemas, LLC's and Arizona Cinemas, LLC's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which borrower does business. None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and ell the Related Documents have been duly authorized by all necessary ection by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's erticles of incorporation or organization, or bylaws, or (b) Borrower's erticles of organization or membership agreements, or (c) any agreement or other instrument binding upon Borrower or (2) any taw, governmental regulation, court decree, or order applicable to Borrower or to Borrower or to Borrower's properties.

Financial Information. Each of Somower's financial statements supplied to Lender truly and completely disclosed Somower's financial condition as of the date of the statement, and there has been no material adverse change in Somower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Somower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legat, yellid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contempleted by this Agraement or sa previously disclosed in Borrowar's finencial statements or in writing to Lander and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under only other name for at least the tast five (5) years.

Aszardous Substances. Except es disclosed to and acknowledged by Lender in writing, Borrower represents and warranis that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposel, release or threatened release of any Hazardous Substance by any period on under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Environmental Laws. Borrower not any tencent, contract, agant or other authorized user of any of the Collateral, or (c) any actual or threatened fligation or claims of any kind by any person releting to such matters. (3) Neither Borrower not any tencent, contract, agant or other authorized user of any of the Collateral with a period of the such contractions, and continances, including without limitation all Environmental Laws. Borrower alternal period and tests are Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any Inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be constitued to create any responsibility or illability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein era based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hareby (1) releases and waives any future claims against Lender for Indemnity of contribution in the event Borrower becomes fabilities of costs under any such laws, and (2) agrees to Indemnity

Page 3

against Borrower is pending or threatened, and no other event has occurred which may materially adversally effect Borrower's finencial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing

Taxes. To the best of Bozzower's knowledge, all of Bozzower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contasted by Bozzower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Use Priority. Unless otherwise previously disclosed to Lender in whiting. Borrower has not entered into or granted any Security Agreements, or committed the filling or attachment of any Security interests on or affecting any of the Collaboral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Londer's Security interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the aigners thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower with

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threefened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Gusrantor which could materially affect the financial condition of Borrower or the financial condition of any Guerantor.

Financial Records. Maintain its books and records in apportance with GAAP, applied on a consistent basis, and permit Lander to examine and audit Borrower's books and records at all reasonable times.

Financial Statements, Furnish Lender with the following:

Annual Statements. As soon as avalable, but in no event later than ninety (90) days after the and of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrowe

Tax Returns. As soon as available, but in no event later than thirty (30) days after the applicable filling date for the tax raporting period ended, Borrower's Federal and other governmental tax returns, prepared by Borrower

Additional Requirements. Borrower to provide the Lender with annual combined limited audited financial statements, with bank selecting the accounts to be audited, for the Borrowers as soon as available, but in no evant later than ninety (90) days after the end of each fiscal year.

Borrower to provide the Lender with annual financial statements for the Guarentor as soon as available, but in no event later than ninety (90) days affer the end of each fiscal year.

Borrower to provide the Lendar with annual tax ratums for the Guaranter as soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional information. Furnish such edditional information and statements, as Landet may request from time to time

Additional Requirements. Combined Debt Service Coverage Relia (DSCR): Minimum DSCR of 1,20;5 measured annually based on yearend tax returns or company financials, whichever the Bank chooses, DSCR is computed as follows: net income before interest, depreciation and amortization divided by all debt payments (interest expense and principal payments) required.

Combined Minimum Tangible Net Worth Tangible Net Worth will not be allowed to fall below \$4,000,000.00. Tangible Net Worth is defined as all assets minus all intangible assets (i.e. goodwill, petents, trademerks, copyrights, etc.) minus all liabilities. To be messured quarterly

Borrowers to provide the Benk with a quarterly covenent compliance certificate within thirty days of quarter and.

The Borrower agrees that the line of credit availability will be reduced to \$500,000,00 (from \$900,000,00) and any outstanding before The Borrower agrees that the line of credit availability will be reduced to \$500,000.00 (from \$900,000.00) and any outstanding belience above \$500,000.00 will be reduced thru the normal receipt and sweep of funds from the Borrower's operating account. This will occur once the Borrower has received all of the funds necessary from 6801 W 107th Street, LLC., which is expected to be an additional \$500,000.00. In summary, the Bank line will be drawn up to \$900,000.00 then the Borrower will receive funds from 6801 W. 107th Street, LLC of approximately \$500,000.00.00, then the Borrower will inform the Bank that they have borrowed all of the funds necessary. The Bank will then apply all deposits to the \$900,000.00 (fine of credit and reduce the Bank borrowing to \$500,000.00. The Bank line of credit will remain permanently capped at \$500.000 00 going forward. The Borrower may then decide to apply the excess depository funds to the loan from 6801 W. 107th Street, LLC.

Borrower agrees to exacute Peoples Bank term note documents (loan # 40012345) required to complete the cross collateralization of the \$550,000 mortgage on 6801 W 107th Street property once documents are prepared.

Insurance, Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lander, will deliver to Lander from time to time the policies or certificates of insurance in form satisfactory to Lander, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notion to Lender. Each insurance policy also shall include an endorsement previoling that coverage in from of Lander will not be impared in any way by any act, omission or default of Sorrower or any other person. In connection with all policies covering assets in which Lander holds or is offered a security interest for the Loans, Borrower will provide Lender with such lander's loss payable or other endorsements as Lender may require.

Insurence Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer: (2) the risks insured: (3) the amount of the policy; (4) the properties insured. (5) the their current property values on the basis of which insurance has been obtained, and this manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lander (however not more often their annually), Borrower with have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Colleteral. The cost of such appreisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in fevor of Lander, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

Name of Guarantor Amount Ronald J. Horton Unimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in

Taxes, Charges and Liens. Pay and discharge when due all of its indebledness and obligations, including without limitation all asset taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penelties would entern and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's

properses, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, tevy, fien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAF

Performence. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 10500597

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as Loxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility dwined, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinences, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contect in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender it writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral size not jeopardized. Lender may require Borrower to any adequate security or a supply hond, masonably satisfactor by Lender, to protect ender's interest. require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any end all Collaboration for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower new or at any time hereafter maintains any records (including without similation computer generated records and computer software programs for the generation of such records) in the possession of a third party. Borrower, upon request of Lender, shall notify such party to parmit Lander free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Controllance and Reports. Bostower shall comply in all testingts with any and all Environmental Laws; not cause or permit to Environmental Contigliance and Reports. Bostower shall comply in all respects with any and all Environmental Laws; hot cause or portnit to exist, see a result of en intentional or uninstrictional action or omission on Biomower's part or on the part of enty time party owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuent to end in compliance with the conditions of a parmit issued by the appropriate foderal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lient, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Biomowor's part in connection with any environmental activity whether or not there is damage to the effsironment and/or other natural resources

Additional Assurances. Make, execute and deliver to Lander such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

CENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower felts to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lander on Borrower's behalf may fixed shall not be obligated by lake any action that Lander deams appropriate, including but not limited to discharging or paying all taxes, fiens, security interests, ancumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for paying all taxes, items, security interests, ancumorated and other deams, as any time review or placed on any Conterers and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender to the date under the Note from the date incurred or paid by Lender to the date of repeyment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will. (A) be payable on demand; (B) be added to the balance of the Note and be apportuned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note, or (C) be treated as a belloon payment which will be due and payable at the Note's meturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect. Borrower shall not, without the prior written consent of Lender

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, marge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell collected the ordinery course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notivilinstanding the foregoing, but only so long as no Event of Default has occurred and is continuing or work result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended). Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the chargholders to pay income taxes and make estimated income tax payments to activity their Rabilities under federal and state law which orise solsty from their status as Shereholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or relife any of Borrower's outstanding shares or after or amend Borrower's capital structure

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any cessarion or Advances, if Lender has made any commitment to make any coem to borrower, whether under this Agreement of under the independence or to disburse Loan proceeds if: (A) Borrower or any Cuarantor is in default under the terms of this Agreement or any of the Related Documents or any other egreement that Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files e-petition in bankruptcy or similar procedings, or is adjudged a bankrupt. (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan, or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lander reserves ellight of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes eit accounts Borrower holds pointly with someone else end all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which satoff would be prohibited by law. Borrower unforties Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lendar and Borrower

Default in Favor of Third Parties. Burrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's property or Borrower's or any Grantor's ability to rappy the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement of the Related Documents is false or misteading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any pain of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankrupicy or insolvency laws by or against Borrower.

Defective Colletersization. This Agreement or any of the Related Documents ceases to be in full force and effect (including faiture of any colleters) document to create a valid and perfected security Interest or lien) at any time and for any reason.

Creditor or Forfetture Proceedings. Commencement of foredesure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a gemishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or localities or technique and if Borrower must, and apply if the creditor or localities or or localitie lorieiture proceeding and if Borrower gives Lander written notice of the craditor or forfeiture proceeding and deposits with Lender montes or a surely bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtadness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Advisise Change. A material advarse change occurs in Borrower's financial condition, or Lender balleyes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AR EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Rolated Documents, all controllments and obligations of Lander under this Agreement or the Related Documents or any other agreement immediately will terminate (Including any obligation to make further Loan Advances or distursements), end, at Lender's option, all Indebtedness Immediately will Case 12-22602 Doc# 100 Filed 10/05/12 Page 27 of 66

BUSINESS LOAN AGREEMENT (Continued)

become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "inscivency" subsection above, such acceleration shell be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except se may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shell not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Orientor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

RE-APPRAISAL AND RE-MARGIN, Ra-Appraisal. Borrower(s) agrees that at anytims the Lender in good faith determines that it is reasonable according to standard banking practice to update information regarding the fair market value of the collateral (by ordering a new appraisal or otherwise) which secures present debt, including without limitation that the loan becomes criticized and/or classified by bank regulators, externel auditors and/or internal auditors, Borrower(s) agree to allow the Lander and its appraisars and other agents to conduct an appraisal of any and all collateral and Borrower(s) agree(s) to pay the cost of such re-appraisal. Feiture of Borrower(s) to comply with the terms and conditions of this subparagraph shall be considered a material default in the terms and conditions of this Agreement.

Re-Maroin Requirement. In the event that the Lander determines an good faith using safe and sound banking practice that the apprecised fair market value of the collateral declines as evidenced by an updated appraisal or otherwise, Borrower(s) agrees to Improve the debt to collateral value ratio to the ratio required by Lander policy using safe and sound banking practice by any combination of (1) payment by Borrower(s) of funds to Lander in order to reduce the principal amount of the prasent data and/or (2) the edition of collateral in an amount determined sufficient by the Lander to extablish the proper loan-to-value ratio according to Lander policy using safe and sound banking practice. Failure of the Borrower(s) to comply with the terms of this subparagraph shall be considered a material default in terms and conditions of this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Loan No: 10500597

Amendments. This Agreement, together with any Related Documents, constitutes the critic understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration for emandment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or emendment.

Attorneys' Fess; Expenses. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of auch enforcement. Costs and expenses include all reasonable costs incurred in the collection of the Loan, including but not limited to, court costs, attorneys' fess and collection agency fees, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Lean Participation. Borrower agrees and consents to Lender's sale or trensfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any imitation whetsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and at notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation signement or agreements governing the sale of such interests in the Loan and will have all the hights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights or interest or countercleim that it may have now or later against Lander or against any purchaser of such a participation interest and unconditionally agrees that either Lander or such purchaser may enforce Borrower's obligation under the Loan mespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lendar and, to the extent not preempted by federal law, the laws of the State of Kanass without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Kanass.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lendar's request to submit to the jurisdiction of the courts of Johnson County, State of Kanasa.

Joint and Several Liebility. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower algoing below is responsible for all obligations in this Agreement. Where eny one or more of the parties is a corporation, permership, limited liability company or similar entity, it is not necessary for Lander to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

No Walver by Lender. Lender shell not be deemed to have weived any rights under this Agreement unless such walver is given in writing and signed by Lender. No delay or omission on the part of Lender in exarcising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shell not prejudice or constitute a weiver of tender's right otherwise to demand strict compliance with their provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such concent by Lender in any instance shall not constitute continuing consent to subsequent instances where such content is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shell be given in writing, and shell be effective when actually delivered, when actually received by telefactimile (unless otherwise required by law), when deposited with a nationally recognized overnight country, or, if malled, when deposited in the United States mell, as first class, certified or registered mell postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any perty may change its address for notices under this Agreement by giving formal writer notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lander informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lander to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any paraon or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person of circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be an modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, Invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriets, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's aubsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lander to make any Loan or other linancial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower conteined in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and egrees that in extending Loan Advances, Lander is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any cartificate or other instrument delivered by Borrower to Lender under this Agreement or its Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such lime as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the lest to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement

Walve Jury. All parties to this Agreement hereby walve the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Arbitration. This provision replaces and supersedes any and all prior Arbitration provisions in any and all loan decuments signed by you where yet they occur (promissory poles, security agreements quarantees, trust deeds

Page 5





PROMISSORY NOTE

	Principal Loan Date Maturity Loan No call/Col Account Officer hittals \$900,000.00 70-04-2012 (2-31-2012 10-500597 117 CRW
1	References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing **** has been omitted due to text length limitations.

Borrower: Dickinson Theatres, Inc.; Changi Chamas LLC;

Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mesa Cinemas LLC; and Arizona Cinemas, LLC 6801 W. 107th Street

PEOPLES RANK

Southcreak 13180 Matcalf Avenus Overland Park, K8 66213

Date of Note: October 4, 2012

Overland Park, K8 66213

Principal Amount: \$900,000.00

PROMISE TO PAY. Dickinson Theatres, Inc.; Chenal Cinemas LLC; Patazzo 16 Theatres, LLC; Midwaet Cinema Group, Inc.; Mese Cinemas LLC; and Artena Cinemas, LLC ("Borrower") jointly and severally promise to pay to PEOPLES SANK ("Lender"), or order, is fewful money of the United States of America, the principal amount of Nine Hundred Thousand & 00/100 Dollars (\$900.000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance. until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 31, 2012, in addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment data, beginning October 9, 2012, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the base rate on corporate loans posted by at least 70% of the top 10 banks by assets known as the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the towest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate charge will not occur more after than each day. Borrower understands that Lender may make loans based on other rates as well. The index current is a 3.75% by termining lotters to the understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated se described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.500 percentage points over the Index, adjusted if nacessary for any immum and maximum rate limitations described below, resulting in on Initial rate of 7.500% per annum based on a year of 360 days, NOTICE. Under no circumstances will the Interest rate on this Note be less than 7.500% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT, MINIMUM INTEREST CHARGE. Borrower agrees that all loen fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lander is entitled to a minimum interest charge of \$50.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without peneity all or a portion of the amount owed earlier than it is due. Early payments will not, unless agrised to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rether, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without lord Borrower will rendul obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any chack or other payment instrument that indicates that the payment constitutes "payment in full" of the armount owed or that is tendend with other conditions or of initiations or as full satisfaction of a disputed amount must be mailed or relevant to. PECHE PS RAMK. Southersals, 13140 Metcalf Avenue. Overland Park, KS 66213. ied or delivered to: PEOPLES BANK, Southcreek, 13180 Metcalf Avenue, Overland Park, KS 66213.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5,000% of the unpeld portion of the regularly scheduled

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

OEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fells to make any payment when due under this Note

Other Defaults. Somewer fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement een Lender and Borrower.

Datasit is Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in tavor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warrenty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, aither now or at the time made or furnished or becomes false or mislanding at any time thereafter

insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfetture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency ageinst any collateral securing the loan. This includes a garnishment of any of Borrower accounts, including deposit accounts, with Lendor. However, this Event of Default shell not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monities or a surray bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate tesence or bond for the dispute.

Events Affecting Gueranton. Any of the preceding events occurs with respect to any Guerantor of any of the indebtedness or any Guerantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any gueranty of the indebtedness evidenced by this Note

Changa in Gweership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender beliaves the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all account unpaid interest immediately due, and than Borrower will pay that amount.

PROMISSORY NOTE (Continued)

Page 2

Loan No. 10500597

Borrower does not pay. Borrower will be liable for all reasonable costs incurred in the collection of this Note, including but not limited to, court costs, attorneys' fees and collection agency fees, except that such costs of collection shall not include receivery of both attorneys' fees and

JURY WAIVER. Lender and Berrower hereby weive the right to any jury that in any ection, proceeding, or counterclaim brought by either Lender or Bostower against the other

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kanzas without regard to its conflicts of law provisions. This Note has been appeared by Lander in the State of Kanzas.

CHOICE OF VENUE. If there is a lawsuit, Borrowor agrees upon Lendor's request to submit to the jurisdiction of the courts of Johnson County,

DISHONORED (TEM FEE. Borrower wift pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's losn and the check or presultorized charge with which Borrower pays is later dishonore

RIGHT OF SETOFF. To the extent permitted by applicable law, Lander reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which satelf would be prohibited by law. Borrower authorizes Lander, to the extent permitted by applicable law, to charge or satelf all sums owing on the indebtedness against any

- COLLATERAL. Borrower acknowledges this Note is secured by :

 A. Mortgage deted October 4, 2012 grenting a security interest in Real Property located at 6801 W. 107th Street, Overland Park, Kansas, B. Commercial Security Agreement dated February 9, 2012 granting a security interest in all business assets of Palezzo 15 Theatres, LLC, C. Commercial Security Agreement dated February 9, 2012 granting a security interest in all business assets of Anzona Cinames, LLC, C. Commercial Security Agreement dated May 20, 2008 granting a security interest in all business assets of Chanel Griemas LLC, E. Commercial Piedge Agreement dated February 9, 2012 granting a security interest in Assignment of Network Affiliata Agreement dated September 26, 2011 by and between National CineMedia, LLC, a Delaware limited kebility company and Dickinson Theatres, Inc., a Kansas corporation. The assignment is only for the rights specific to the Patin Valley 14 Theatre, 1325 N. Litchfield Road, Goodyser, AZ 85338 and Palezzo 16 Theatre, 8601 W. 135th Street, Overland Park, K5 66223.

 F. Commercial Piedge Agreement dated May 20, 2008 granting a security interest in Assignment of MAX License Agreement dated July 2007, between IMAX Corporation and Dickinson Theatres Inc. assignment is only for the rights specific to the Chenal Theatres location referenced as Theatre 2, Little Rock, Arkansss.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested graitly by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender's as to be directed to Lender's office shown above. The following persons are authorized to request advances and authorize payments under the line of credit until Lander's from Borrower, at Lender's address shown above, written notice of revocation of such authority. Ronald J. Horton, President/CEO of Dictionson Theatres, Inc.; Ronald J. Horton, Managing Member of Chenal Chamas LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, President/CEO of Midwest Chama Group, Inc.; Ronald J. Horton, Managing Member of Masa Chamas LLC; and Ronald J. Horton, Managing Member of Masa Chamas LLC; and Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, President/CEO of Midwest Chamas LLC; and Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Masa Chamas LLC; and Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Masa Chamas LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Masa Chamas LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC; Ronald J. Horton, Managing Member of Palazzo 16 Theatres Internet of Palazzo 16 Theatres Internet records, including dasky computer print-outs. or by Lander's internal records, including daily computer print-outs.

ADDITIONAL TERMS: Assumption Someone buying the Property securing the obligation cannot assume the remainder of the obligation on the original terms. In addition, Lender has also reserved a contractual right of setoff on my deposit accounts.

RE-APPRAISAL AND RE-MARGIN, Re-Appraisati Borrower(s) agrees that at anyome the Lander in good faith datarmines that it is reasonable RE-APPMASAL AND NE-MARGIM. RE-Appropriate in Sorrower(s) agrees that it as resconsible according to standard banking practice to update information regarding the fair matrixet value of the collaberal (by ordering a new appressal or otherwise) which secures present debt, including without imitation that the foan becomes criticized and/or cleasified by bank regulators, external auditors end/or internal auditors, Borrower(s) agree to allow the Lender and its appressers and other agents to conduct an appressal of any and all collateral and Borrower(s) to pay the cost of such re-appressal. Feature of Borrower(s) to comply with the terms and conditions of this subparagraph shall be considered a material default in the terms and conditions of this Agreement.

Re-Maron Requirement: In the event that the Lender determines in good faith using eale and sound banking practice that the appraised fair market value of the collateral declines as undended by an updated appraisal or otherwise, Borrower(s) agrees to improve the debt to collateral value ratio to the ratio required by Lender policy using safe and sound banking practice by any combination of (1) payment by Botrower(s) of funds to Lender in order to reduce the principal amount of the present debt and/or (2) the addition of collateral in an amount determined sufficient by the Lender to establish the proper tean-to-value ratio according to Lender policy using safe and sound banking practice. Failure of the Borrower(s) to comply with the terms of this subparagraph shall be considered a material default in terms and conditions of this Agreement.

PRIOR NOTE. Promissory Note number 10500597 originated February 9, 2012 in the amount of \$500,000.00.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's hairs, personal representatives, successors and assigns, and shall nurs to the banefit of Lander and its successors and assigns.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and essigne, and shall incre to the banefit of Lander and its successors and assignes.

ARBITRATION. This provision replaces and supersedes any and all prior Arbitration provisions in any and all loan documents signed by you wherever they occur (promissory notes, security agreements, guarantees, trust deeds or mortgages, etc.). Borrower and lender mutually agree that all disputes, claims, and controversias between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights to personal properly, including taking or disposing of such property with or without judicial processes pursuant to Article 9 of the Uniform Commercial Code. Arbitrators must be active members of the Kansas State Bar or retired Judges of the state or federal Judiciary of Kansas, with expertise in the substantive law applicable to the subject matter of the Dispute. The parties shall meet and agree on selection of the arbitrator or arbitrators, each party shall appoint a member of the Kansas State Bar to participate in the selection of the arbitrator or arbitrators and the two members os selected shall select a third member of the Kansas State Bar and a majority of the three (3) members of the Selection Committee shall select the arbitrator or arbitrators. After the members of the Selection Committee shall select the arbitrator or arbitrators are empowered to resolve Disputes by summary rulings in responsa to motions

GEMERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lander may delay or forgo anforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower. (a) make one or more additional secured or unsecured loans or otherwise extend to Borrower, Lender may with respect to any other Sorrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) after, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indiabledness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collisterat; (d) apply such security and direct the order or manner of tasie instead, moduling without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine, (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's surelies, endorsers, or other guerantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtendess owing by such other Borrower Borrower and any other predetendess owing by such other Borrower and any other predetendess owing by such other Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unloss otherwise expressly stated in writing, no party who signs this Note, whether as maker,

PROMISSORY NOTE (Continued)

Loan No: 10500597

Page 3

guarantor, accommodation maker or encoraer, shall be released from liability. All such perties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

Borrower's Initials	NO ORAL AGREEMENTS. This written agraement is the final expression of the agreement between Lender and Sorrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Borrower.
	NONSTANDARD TERMS. The following space contains all nonstandard terms, including all previous prel agreements, if any, between Lender and Borrower:
Lender's Initials	
	By initialing the boxes to the left, Lender and Borrower affirm that no unwritten oral agreement exists between them.
VARIABLE INTEREST R	HIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE ATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE. EDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.
BORROWER:	
DICKINSON THEATRES	inc.
By: Ronald J. Horton Theatres, Inc.	President/CEO of Dickinson
CHENAL CINEMAS LLC	
Ronald J. Horton, Cineman LLC	Managing Member of Chanat
PALAZZO 16 THEATRE	s, il¢
By: Ronald J. Horton, N Theatres, LLC	Isnaging Member of Palazzo 15
MIDWEST CINEMA GRO	BUP, INC.
By: Ranald J. Harton, Pr Group, Inc.	osidentiCEO of Midwest Cineme
MESA CINEMAS LLC	
By: Rosald J. Horton, Cinemas LLC	Managing Marmber of Mess
ARIZONA CINEMAS, LLI	
By: Ronald J. Horton, Cinemas, LLC	Managing Member of Artzona
LENDER.	
PEOPLES BANK	
X Charles R. Wooten, Jr.	, Community President
	LASER THE LANGUAGE THE TREVENING COST MANDRES FRANCIAL STATES THE PROPERTY OF THE FAMILY STATES AND THE CONTRACTOR OF TH





PROMISSORY NOTE

Principal Loan Date Maturity Loan No Call Coll. Account \$900,000.00 10-04-2012 12-31-2012 19500597 147	Officer Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any part Any item above containing "" has been emitted due to text length imitations.	rticular loan or item.

Any Name aporta conta

Dickinson Theatres, Inc.; Chenat Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group,

Inc.; Mosa Chemas LLC; and Arizona Ginemas, LLC 6801 W. 107th Street

Overland Park, K\$ 86213

Lander:

PEOPLES BANK Southerank

13180 Melcelf Avenue Overland Park, K\$ 66213

Principal Amount: \$900,000.00

Borrower:

Date of Note: October 4, 2012

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INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/366 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balanca, multiplied by the actual number of days the principal balanca is outstanding. All interest payable under this Note is computed using this method.

outstanding. All interset payable under this Note is computed using this method.

PREPAYMENT; MiniMUM INTEREST CHARGE. Borrower agross that all loan leas and other prepaid finance charges are earned fully sal of the date of the loan and writl not be subject to refund upon early payment (whether votuntary or as a result of default), except as otherwise required by taw. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$50.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty ell or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal belance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sands such a payment, Lender may accept it without losing any of Lender's nights under this Note, and Borrower will remain obligated to pay enty further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the emount owed or thet is tendered with other conditions or as full natisfection of e disputed emount must be mailed or delivered for PEOPLES BANK, Southcreek, 13180 Metcell Avenue, Overland Park, KS 65213.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly achaeuled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3,900 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limits from under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note

Payment Default. Borrower fails to make any payment when due under this Note

Other Defaults. Borrower falls to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, ascurity agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Gorrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misteading in any material respect, either now or at the time made or furnished or becomes false or misteading at any time thereafter

Inspirancy. The dissolution of termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workoul, or the commencement of any proceeding under any benkruptcy or insolvency laws by or against Borrower.

Creditor or Forfeture Proceedings. Commencement of foreclosure or forfeture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a gernishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good fault dispute by Sorrower as to the validity or reasonablaness of the daint which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfalture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an aniount determined by Lendar, in its sole discretion, as being an adequate reserve or bond for the dispute.

Everts Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note

Change in Dwnership. Any change in ownership of twenty-five porcent (25%) or more of the common stock of Borrower.

Advarsa Change. A metenal advarse change occurs in Borrower's financial condition, or Lander believes the prospect of payment of performance of this Note is impalied.

LENDER'S RIGHTS. Upon default, Lender may declars the entire unperdigrational balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

PROMISSORY NOTE (Continued)

Page 2

Borrower does not pay. Borrower will be liable for all reasonable costs incurred in the collection of this Note, including but not limited to, court costs, altorneys' fees and collection agency fees, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

JURY WAIVER. Lander and Borrower hereby waive the right to any jury triel in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by faderal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions. This Note has been accepted by Lander in the State of Kansas.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Johnson County,

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the sheck or preauthorized charge with which Borrower pays is later dishonored

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any

Loan No: 10500597

- and all such accounts.

 COLLATERAL. Borrower acknowledges this Note is secured by:

 A. Mortgage dated October 4, 2012 granting a security interest in Real Property located at 6801 W. 107th Street, Overland Park, Kansas.

 B. Commercial Security Agreement dated February 9, 2012 granting a security interest in all business assets of Palazzo 16 Theatres, LLC.

 C. Commercial Security Agreement dated February 9, 2012 granting a security interest in all business assets of Anzona Cinemes, LLC.

 D. Commercial Security Agreement dated May 20, 2008 granting a security interest in all business assets of Chenel Cinemas LLC.

 E. Commercial Fledge Agreement dated February 9, 2012 granting a security interest in Assignment of Network Affiliate Agreement dated September 26, 2011 by and between National CineMedie, LLC, a Delaware limited Itability company and Dickinson Theatres, sinc., a Kansas corporation. The assignment is only for the rights specific to the Palm Valley 14 Theatre, 1325 N. Litchfield Road, Goodyser, AZ 85338 and Palazzo 16 Theatre, 8601 W. 135th Street, Overland Park, KS 66223

 F. Commercial Pledge Agreement dated May 20, 2008 granting a security interest in Assignment of IMAX Licanse Agreement dated July 2007, between IMAX Corporation and Dickinson Theatres Inc., assignment is only for the rights specific to the Chenel Theatres location referenced as Theatre 2, Little Rock, Arkansas.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request edvances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Ronald J. Horten, President/CEO of Dickinson Theetras, Inc.; Ronald J. Norten, Managing Member of Chenal Cinemas LLC; Ronald J. Horten, Managing Member of Palazzo 18 Theatres, LLC; Ronald J. Horten, President/CEO of Midwest Cinema Group, fac.; Ronald J. Horten, Managing Member of Palazzo 18 Theatres, LLC; and Ronald J. Horten, Managing Member of Arizona Cinemas Group, fac.; Ronald J. Horten, Managing Member of Malazzo Cinemas Cinema Group, fac.; Ronald J. Horten, Managing Member of Malazzo Cinemas Cinema Group, fac.; Ronald J. Horten, Managing Member of Arizona Cinemas, LLC. Borrower of be keble for all sums either. (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpeid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's infernal records, including daily computer print-outs.

ADDITIONAL TERMS: Assumption. Someone buying the Property securing the obligation cannot assume the remainder of the obligation on the original terms. In addition, Lender has also reserved a contractual right of selection my deposit accounts.

RE-APPRAISAL AND RE-MARGIN. <u>Re-Appraisal</u> Borrower(s) agrees that at anytime the Lender in good faith determines that if is reasonable according to standard hanking practice to update information regarding the fair market value of the collateral (by ordering a new appraisal or otherwise) which secural present debt, including without limitation that the loan becomes criticized and/or classified by bank regulators, external auditors and/or internal auditors. Borrower(s) agree to allow the Lender and its appraises and other agents to conduct an appraisal of any and all collateral and Borrower(s) agree(s) to pay the cost of such re-appraisal. Follute of Borrower(s) to comply with the terms and conditions of this Agreement.

Re-Martin Requirement. In the event that the appraised fair using safe and sound banking practice that the appraised fair transmin resourcement in the event that the Larber determines in good ratin using sate and source practice man the appraisant lar market value of the collateral declines as evalenced by an updated appraisal or otherwise, Borrower(s) agrees to improve the debt to collateral value ratio to the ratio required by Lender policy using safe and sound banking practice by any combination of (1) payment by Borrower(s) of funds to Lender in order to reduce the principal emount of the present debt and/or (2) the addition of collateral in en amount determined sufficient by the Lender to astabilish the proper loan-to-value ratio according to Lender policy using safe and sound banking practice. Fellure of the Borrower(s) to comply with the terms of this subparagraph shall be considered a material default in terms and conditions of this Agreement.

PRIOR NOTE, Promissory Note number 10500597 originated February 9, 2012 in the amount of \$500,000.00.

SUCCESSOR INTERESTS. The terms of this Note shall be funding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inter to the banefit of Lender and its successors and assigns.

SUCCESSOR INTERESTS. The terms of this Note shall be burding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigna.

ARBITRATION. This provision replaces and supersedes any and all prior Arbitration provisions in any and all loan documents signed by you wherever they occur (promissory notes, security agreements, guarantees, trust deeds or mortgages, etc.). Borrower and lender mutually agree that all disputes, claims, and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This lockudes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Arbitrators must be active members of the Kansas State Bar or retired judges of the state or federal judiciary of Kansas, with expertise in the substantive law applicable to the subject matter of the Dispute. The parties shall ment and agree on selection of the arbitrator or arbitrators, each party shall appoint a member of the Kansas State Bar to participate in the selection of the arbitrator of arbitrators and the two members so selected shall select a third member of the Kansas State Bar and a majority of the three (3) members of the Selection Committee shall select the arbitrator, their authority is concluded. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitrators are empowered to resolve Disputes by summary rulings

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecuted loans or otherwise extend additional credit; (b) after, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or otherwise extend of eny indebtedness, including increases end decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fell or decide not to perfect, and release any security, with or without the substitution of new colleterat; (d) apply such security and direct the order or menner of sale thereof, including without irrelation, any non-judicial sate permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorses, or other guarentions on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other includedness owing by such other Borrower and any other person who signs, guarentees or endorses this Note, to the extent allowed by taw, waivs presentment, demand for payment, protest and notice of dishoror. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whatfar as maker,

Loan No: 10500597

guarantor, accommodation maker or endotser, shall be released from fiability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fall to realize upon or parteot Lender's security interest in the collateral; end take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

Sprrower's initials	NO ORAL AGREEMENTS. This wristen agreement is the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Edmowor.
	NONSTANDARD TERMS. The following space contains all nonstandard terms, including all previous desi- agreements, if any, between Lender and Borrower:
Lender's Initials	
	By initialing the boxes to the last, Lender and Borrowsr affirm that no unwritten oral agreement exists between them.
VARIABLE INTEREST F	his mote, each borrower read and understood all the provisions of this note, including the late provisions. Each borrower agrees to the terms of the note. Leoges receipt of a completed copy of this promiseory note.
BORROWER	
DICKINSON THEATRES	s, INC.
By: COPY Ronald J. Horton Theatres, Inc.	n. President/CEO of Dickinson
CHENAL CINEMAS LLC	
By: <u>COPY</u> Ronald J. Horton, Chemas LLC	, Managing Member of Chenat
PALAZZO 16 THEATRI	es, Lic
By: COPY Ronald J. Herton, Theatres, LLC	Managing Mamber of Palazzo 15
MIDWEST CINEMA OR	OUP, INC.
By: COPY Ronald J. Horton, F Group, Inc.	resident/CEO of Midwest Cinema
MESA CINEMAS LLC	
By: COPY Ronald J. Horton Cinemax LLC	, Managing Member of Mesa
ARIZONA CINEMAS, LI	.c
By: COPY Runald J. Horton. Cinemas, LLC	Managing Majnber of Antons
LENGER:	
PEOPLES BANK	
X COPY Charles R. Wooten, J	r., Community President

CARENT PRO Jamesing, New 12.3 D.Code Comp. Hosterier Fragment Standards. Inc. 1907. At Rights Processed. - 4th J. Lappy CPRE PCIDS AC | Trail Sal (MC).

RECORDATION REQUESTED BY:
PEOPLES BANK, Southcreek, 13180 Metcalf Avenue, Overland Park, KS 66213

WHEN RECORDED MAIL TO: PEOPLES BANK, Southcreek, 13180 Malcalf Avenue, Overland Park, KS 86213

FOR RECORDER'S USE ONLY





*000000000010500597074510042012

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$550,000.00.

THIS MORTGAGE dated October 4, 2012, is made and executed between Midwest Cinema Group, Inc., a Kansas corporation (referred to below as "Grantor") and PEOPLES BANK, whose address is 13180 Metcelf Avenue, Overland Park, KS 66213 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mongages and warrants to Lender the following described real property. logeliher with all existing or subsequently arected or affixed buildings, improvements and fixtures; all easterents, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or impation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerate, oil, gas, geothermal and similar matters, (the "Real Property") located in Johnson County, State of Kansas:

Tract K, except the West 18 feet thereof, METCALF 107, THIRD PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

The Real Property or its address is commonly known as 6801 W. 107th Street, Overland Park, KS 66212.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and habitiles, plus interest thareon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lander against Borrower and Grantor or any one or more of them, whether now existing or necessiter shising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, obsolute or contragent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surely, accumedation party or otherwise, and whether fectovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Mortgage assures the indebtedness including, without limitation, a revolving line of credit, which obligates Lander to make advances to Borrower so long as Borrower compiles with all the terms of the

Grantor presently assigns to Lender all of Grantor's right, title, and interest in end to all present and future teases of the Property and all Rents from the Property in addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL DRUGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor weives all rights or defenses arising by reason of any "one action" or "anti-deficiency" faw, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lander; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has astablished adequate means of obtaining from

MORTGAGE (Continued)

Loan No: 10500597 (Continued) Page 2

Borrower on a continuing basis information about Borrower's financial condition; and (e) Lander has made no representation to Grantor about Borrower (including without limitation the creditivorthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lander all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obtigations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Evant of Default, Grantor may. (1) remain in possession and control of the Property; (2) use, operate or manage the Property, and. (3) collect the Rents from the Property.

Duty to Meinisin. Granter shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to balieve that there has been, except as previously disclosed to and acknowledged by Lender in writing. (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release of threatened release of any Hazardous Substance on, under, about or from the Property by any prison relisting to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing. (a) neither Grantor nor any tenant, contractor, again or other authorized user of the Property shall use, generate, menufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, stote, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor at horizes Lender and its agents to determine compliance of the Property with this section of the Mortgage. Any inspections or loats made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warmanities contained herein are besed on Grantor's die diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and warves any future claims against Lender not fremently or combibilition in the event Grantor becomes faible for clearup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmlass Lender agents any and all claims, losses, itabilities, damages, penaltests, and expenses which Len

Nulsance, Waste. Granter shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stopping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing. Granter with not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, cley, scona, soil, gravel or rock products without Lendar's prior written consent.

Removal of Improvements. Grantor shall not demotish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Crantor to make arrangements satisfactory to Lender to replace such improvements with improvements of all least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable terms to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, or all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such taw, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals to long as Granton has notified tender in writing prior to drong as and so long as, in tender's sole opinion, Lender's interests in the Property ore not jeoperdized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lander's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, to addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, as Lender's option, declars immediately due and payeble all sums secured by this Mortgage upon the sale or transfer, without Lender's onor written consent, of all or any part of the Real Property, a rany interset in the Real Property, a rate or tender" means the conveyance of Real Property or any right, little or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outlight sale, deed, installment sale contract, land contract, contract (or deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding little to the Real Property, or by any other method of conveyence of an interest in the Real Property. If any Grantor is a corporation, partnership or limited (liability company, transfer also includes any change in ownership of more than beenty-five percent (25%) of the voting stock, partnership interests or limited (liability company interests, as the case may be, of such Grantor. Howaver, this option shell not be exercised by Lender if such exercise is prohibited by federal law or by Kansas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroif taxes, special taxes, assessments, water charges and sewer service charges leved egainst or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grentor shall maintain the Property free of any items having priority over or equal to the interest of Lander under this Mortgage, except for those liens specifically agreed to in writing by Lander, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Granter may withhold payment of any tex assessment, or daim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeoperdized. If a lien arises or is filled as a result of nonpayment, Granter shall within filteen (15) days after the lien arises or, if a lien is filled,

within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surery bond or other accurity satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fiftaen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on eccount of the work, services, or materials. Grantor will upon request of Lender turnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of insurance. Grantor shall procure and maintain policies of fira insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Read Property in an amount sufficient to avoid application of any consurance clause, and with a standard mortgages clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policias. Additionally, Grantor shall maintain such other Insurance, including but not limited to hazard, business interruption and boiler insurance as Lender mey require. Policias shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for falling to give auch notice. Each insurence policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any any act, omission or default of Grentor any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal batance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lendar of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retein the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lian affecting the Property, or the restoration and repair, Grantor shall repeir or replace the damaged or destroyed improvements in a manner satisfactory before the Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be epplied to the principal belance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds after

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lendar a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risk insurer; (3) the emonunt of the policy; (4) tha property insured, the then current replacement value of such property, and the manner of determining that value, and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums. Lender reasonably enticipates to be paid from these reserves. The reserve funds shell be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such Iteme, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as required to do with respect to the reserve account. Subject to any limitations as thy applicable law, if the reserve funds disclose a shortage or deficiency, Grentor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lander is hereby authorized to withdraw and apply such amounts on the Indebtadness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in Iruet for Grantor, and Lender is not Grantors agent for payment of the taxes and assessmals required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's Interest in the Property or if Grenter fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grentor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rise charged under the Note from the date incurred or paid by Lender to the date of repeyment by Grantor. All such expenses will become a part of the Indebtedness and, et Lender's option, will: (A) be payable or demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's matunty. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title meurance policy, title report, or finel title opinion issued in favor of, and accepted by, Lender in connection with this Mongage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful drains of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgaga, Grantor shall defend the action el Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such perficipation.

Compliance With Laws. Grentor warrants that the Property and Grentor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, werrentes, and agreements made by Grentor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and affect until such time as Borrower's indebtadness shall be paid in full.

CONCEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage.

Proceedings. If any proceeding in condemnation is filled, Granter shell promptly notify Lender in writing, and Granter shall promptly take such steps as may be necessary to defend the action and obtain the eward. Granter may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of its own choice, and Granter will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Nst Proceeds. If all or any pert of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the eward be applied to the indebtedness or the repeir or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attornays' feet incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges stall a part of this Mortgaga:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage. Including without limitation as taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness accured by this Mortgage; (2) a specific tex on Somower which Sorrower is authorized or required to deduct from payments on the indebtedness accured by this type of Mortgage; (3) a tax on this type of Mortgage; (3) a tax on this type of Mortgage; happened against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any lex to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its svallable remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes deliviquent, or (2) contests the tax as provided above in the Taxes and Lians section and deposits with Lander each or a sufficient corporate surety bond or other security satisfactory to Lander.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions ratiology to this Morigage as a security agreement are a part of this Morigage

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to lime.

Security Interest. Upon request by Lender, Granter shall take whatever action is requested by Lender to parfect and continue Lender's security interest in the Rents and Personal Property. Granter shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Granter shall not remove, saver or detach the Personal Property from the Property. Upon default, Granter shall assemble any Personal Property not affixed to the Property in a manner and at a piece reasonably convenient to Granter and Lander end make it available to Lander within three (2) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresss. The meiling addresses of Grantor (debtor) and Lander (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES. The following provisions retaining to further assurances are a part of this Montgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Granfor with make, execute and deliver, or will cause to be made, axecuted or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be field, recorded, refired, or invested as a terior as such times and in such offices and places as Lender may deem appropriate, any sind all such mortgages, deeds of trust, security deeds, security agraements, financing statements, continuation statements, instruments of further assurance, cartificates, and other documents as may. In the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. [1] Borrower's and Granfor's obligations under the Note, this Mortgage, and the Related Documents, and [2] the iens and security interests created by this Mortgage as first and prior lens on the Property, whether now climate or hereafter acquired by Granfor. Unless prohibited by law or Lander agrees to the contrary in writing. Granfor shall reimburss Lander for all costs and expenses incurred in connection with the matters referred to an this paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing

Page 5

Londer's security Interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination tas as determined by Lender from time to time

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this

Payment Default. Sorrower fails to make any payment when due under the Indebtedness.

Default on Other Psyments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

Other Defaults. Borrower or Grantor falls to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Defeult in Favor of Third Panies. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of eny other creditor or person that may materially aftect any of Borrower's or any Grantor's property or Borrower's shifty to repay the indebtedness or Borrower's or Grantor's ability to perform their respective poligations under this Mortgage or any of the Relaied Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Sorrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collecteralization. This Mongage or any of the Related Documents cesses to be in full force and effect (including facure of any collateral document to create a valid and perfected security interest or lien) at any time and

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property. insolvancy of Borrower or Grantor, the appointment of a receiver for any part of Sorrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankrupticy or Insolvency laws by or against Borrower or Grantor.

Creditor or Forfalture Proceedings. Commencement of foreclosure or forfaiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposts accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower's Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfetture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender montes or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lander, in its sole discretion, as being an adequate reserve or bond for the

Boach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without firmtation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender. whether existing now or later

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability undar, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lendor believes the prospect of payment or performance of the indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedias, in addition to any other rights or remedies provided by law

Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the antire indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right to collect the Rents, including amounts past due and Unpaid, and apply toleact itents, Lender shall have the right to collect the Rents, including amounts past due and unpaid, and apply the not proceeds, over and above lender's costs, egainst the Indebtedness. In Otherwines of this right, Lander may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender mey exercise its rights under this subperagraph either in parson, by agent, or through a receiver.

Appoint Receiver. Lender shell have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property praceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedriess. The receiver may serve without bond if parmitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a

Judicial Foredoxure. Lender may obtain a judicial decree forsolosing Grantor's Interest in all or any part of the

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of ell amounts received from the exercise of the righte provided in

Dither Remedies. Lender shall have all other notits and remedies provided in this Mortgage or the Note or available at law or in aquity.

Sale of the Property. To the extent permitted by applicable faw, Borrower and Grantor hereby waive any and aff right to have the Property marshalled, in exercising its rights and remedies, Lender shall be fice to sell all or any

part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property

Notice of Sale. Landar shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposation of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grentor's failure to perform, shall not effect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lander to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser end/or to proceed egainst any other collateral directly or indirectly securing the Indebtedness.

Attornays' Fees; Expenses. If Lender inelitutes any suit or action to anforce any of the terms of this Mortgage, Lender shall be antitled to recover Lender's reasonable expenses that Lender incurs in realizing on the Property Whether or not any court action is involved, all reasonable expenses Landar incurs that in Landar's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the necessary at any time for the protection of its interest of the encodement of its ingines areas become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the deterof the expenditure until repert. Expenses covered by this paragraph include, without limitation. Lendar's attornays' less and Lender's legal expenses whether or not there is a iswauff, including attornays' less and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), eposals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, and any court costs and collection agency fees. except that such costs of collection shall not include recovery of both attorneys' fees and obligation agency fees.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sake shell be given in writing, and shall be affective when actually delivered, when actually received by telefactainnile (unless otherwise required by law), when deposited with a networelly recognized overright courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclasura from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving format written notice to the other perfect, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grentor's current eddress. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lander to any Grantor is deemed to be notice given to all Grantors.

If there is more than one Grantor, any notice given by Lander to any Grantor is deemed to be notice given to all Grantors.

ARBITRATION. This provision replaces and supersedes any and all prior Arbitration provisions in any and all loan documents signed by you wherever they occur (promissory notes, security agreements, guarantees, trust deeds or mortgages, etc.). Borrower and lender mutually agree that all disputes, claims, and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Arbitrators must be active members of the Kansas State Bar or retired Judges of the state or feetar Juddicary of Kansas, with expertise in the substantive law applicable to the subject matter of the Dispute. The parties shall meet and agree on selections of the arbitrator or arbitrators. In the event the parties cannot agree on the arbitrator or arbitrators, and the two members so selected shall select a third member of the Kansas State Bar to participate in the selection of the arbitrator or arbitrators. After the members of the Selection Committee shall select the arbitrator or arbitrators, their authority is concluded. Arbitrators are ampowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage.

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be affective unless given in writing and signed by the party or parties sought to be charged or bound by the afteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Londer, upon request, a certified statement of net operating income received from the Property during Grantor's premous fiscal year in such form and detail as Lander shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Morigage

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not presempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Kansas.

Chalce of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the cours of Johnson County, State of Kanaas,

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where eny one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lander to inquire into the powers of any of the officers, directors, partners, members, or other significant grant grant proprinting to act on the entity's behalf, and any abiligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Walver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender In exercising any right shall operate as a waiver of such right or any other right. A walver by Lender of a provision of this Mortgage, shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lander, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Cender's rights or of any of Grantor's obligations as to any fiture transections. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, velidity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the Interest or estate created by this Mortgage with any other interest or estate in the Property at any time hold by or for the benefit of Lender in any capacity, without the written consent of Lender.

Sele or Assignment of Mortgago. Grantor hereby waives any rights Grantor may have under Kansos law to be notified if Lender sells or assigns this Mortgage.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shell be binding upon and inside to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deat with Grantor's successors with reference to this Mortgage and the Indebtedness by any of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Weive Jury. All parties to this Mortgage hereby waive the right to any jury trief in any action, proceeding, or counterclaim brought by any party speinst any other party.

Waivar of Right of Rademption. Grantor hereby waives, to the extent permitted by Kaneas law, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the Property.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Berrower, The word "Borrower" means Dickinson Theatres, Inc., Chenal Chemas LLC; Palazzo 16 Theatres, LLC, Midwest Cinema Group, Inc.; Masa Cinemas LLC, and Anzone Cinemas, LLC and Includes all co-signers and co-makers signing the Note and all their successors and essigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA*), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No 99-498 ("SARA*), the Hazardous Maierials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal taws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grenter. The word "Grantor" means Midwest Cinema Group, Inc.,

Querantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness

Quaranty. The word "Guaranty" means the guaranty from Guaranter to Lender, including without limitation a guaranty of all or part of the Note,

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteriatics, may cause or pose a present or potential hazardo human health or the environment when improperty used, stated, disposed of, generated, manufactured, transported or otherwise handled. The words "Hezardous Substances" are used in their very broadest sones and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, whothout limitation, petroleum and petroleum by-products or any fraction literatif, asbestos, mining waste, drilling fluide and other wastes associated with the exploration, development and production of crude oil, thy esh, bottom ash, sieg and thus emissions, and orment kin dust.

Improvements. The word "Improvements" means all existing and future (improvements, buildings, structures, mable homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

indebtadness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of,

MORTGAGE (Continued)

Loan No: 10500597

consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Morrgage, together with interest or such amounts as provided in this Morrgage. Specifically, without limitation, indistributions includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage

Page 8

Lender. The word "Lander" means PEOPLES BANK, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 4, 2012, in the original principal amount of \$9.00,000 from Borrower to Lunder, logether with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter sittached or effixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Молозда.

Raisted Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, anythormental agreements, guaranties, security agreements, mortgages, deeds of truet, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, assecuted in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other banefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR: MIDWEST CINEMA GROUP, INC.

By: Ronald J. Horton, PresidenUCEQ of Midwest Cinema Group, Inc.

CORPOR	RATE ACKNOWLEDGMENT
STATE OF	
) 55
COUNTY OF	
himself or herself to be an authorized agent o	. 20, before me, the undersigner in, President/CEO of Midwest Cinema Group, Inc., who acknowledge if Midwest Cinema Group, inc., a corporation, and that he or she, as auch is foregoing Mortgage for the purposes the
IN WITHESS WHEREOF, I hereunto set my han	d and official seal.
В <u>у</u>	Residing at
Notary Public in and for the State of	My appointment expires

LASER PRO Lending, Ver. 12 2.0.003 Copr. Harland Financial Solutions. Inc. 1997, 2012 All Rights Reserved. - KS INapps/CFNLPL\G03.FC TR-6752 PR-13

RECORDATION REQUESTED BY:

PEOPLES BANK, Southcreek, 13180 Metcelf Avenue, Overland Park, KS 88213

WHEN RECORDED MAIL TO:

PEOPLES BANK, Southcrook, 13180 Metcall Avenue, Overland Park, KS 86213

FOR RECORDER'S USE ONLY





*000000000010500597074510042012

MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$550,000.00.

THIS MORTGAGE dated October 4, 2012, is made and executed between Midwest Cinema Group, Inc., a Kansas corporation (referred to below as "Grantor") and PEOPLES BANK, whose address is 13180 Metcaif Avenue, Overland Park, KS 66213 (referred to below as "Lender").

GRANT OF MORTGAGE. For veluable consideration, Grantor mortgages and warrants to Lender the following described real property, logether with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water nights, waterbourses and ditch rights (including stock in whites with ditch or infigation nights), and all other rights, royalties, and profits relating to the right areal property, including without limitation all minerals; oif, gas, geothermal and similar matters, (the "Real Property") located in Johnson County, State of Kansas:

Tract K, except the West 18 feet thereof, METCALF 197, THIRD PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

The Real Property or its address is commonly known as 6801 W. 107th Street, Overland Park, KS 66212.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or say one or more of them, whether now existing or hereafter wrising, whether retailed or unrelated to the purpose of the Note, whether voluntery or otherwise, whether due or not due, direct or Indirect, determined or undetermined, absolute or confingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surely, eccommodation perty or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or nemafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving tine of credit, which obligates Lender to make advances to Borrower so long as Borrower compiles with all the terms of the

Grantor presently assigns to Lender all of Grantor's right, little, and interest in and to all present and future leases of the Property and all Rente from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (4): PAYMENT OF THE INDEBTEDNESS AND (8) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Granter waives all rights or defenses ansing by reason of eny "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any ection against Grantot, including a clem for deficiency to the extent Lander is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Morigege is executed at Borrower's request and not at the request of Lender. (b) Grantor has the full power, right, and authority to enter into this Morigage and to hypothecate the Property: (c) the provisions of this Morigage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and on result in a violation of any taw, regulation, court decree or order applicable to Grantor. (d) Grantor has established adequate means of obtaining from

Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except es otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's end Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property, and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenentable condition and promptly perform all repairs, replacements, and maintanance necessary to preserve its value.

Compliance With Environmental Lawa. Grantor represents and warrents to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Proparty; (2) Grantor has no knowledge of, or reason to believe that there has been, except es previously disclosed to end acknowledged by Lendar in writing. (a) any breach or violation of any Environmental Laws. (b) any usa, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any person relating to such matters; and (3) Except as previously disclosed to end acknowledged by Lender in writing. (a) notifier Grantor nor any tenent, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation at Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Morigage. Any inspections or lasts made by Lender shall be for Lenders purposes only and shall not be construed to create any responsibility or liability or lability clender to Grantor to any other person. The representations and warranties conteined herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waves any future claims against Lender for indamnity or contribution in the event Grantor becomes liable for clearup or other costs unider any such laws, and (2) agrees to indemnity, defend, and hold

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without smatting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of improvements. Grantor shall not demotish or remove eny improvementa from the Real Property without Lender's prox written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lander to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to astend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Gevernmental Requirements. Granfor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Granfor may contest in good feith any such law, ordinence, or regulation and withhold compliance during any proceeding, induling appropriate appeals to long as of centrol has notified Lender in writing prior to doing so and so long as in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Granfor to post adequate security or a surety bond, reasonably settafactory to Lender, to protect Lender's interest

Duty to Protect. Grentor agrees neither to abandon or leave unattended the Property. Grentor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENGER. Lender may, at Lander's option, declars immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lander's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or eny right, title or historiast in the Real Property, whether legal, beneficial or equatible, whether voluntary or involuntary; whether typ outright sale, deed, installment sale contract, land contract, contract for deed, lessehold interest with a term greater than three (1) years, lesse-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land finus! holding latte to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shell not be exercised by Lender if such exercise is prohibited by feiteral lew or by Kansas lew.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgege

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those lians apecifically agreed to in writing by Lender, and except for the lien of taxes end assessments not due as further epecified in the Right to Contest paragraph.

Right to Centest. Grantor may withhold payment of any lex, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lander's inferest in the Property is not jeopardized. If a fish arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed,

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within lifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys fees, or other charges that could account as a result of a foreclosure or sate under the ken. In any contost, Grantor shall defend itself and Lender and shell satisfy any advance judgment before anforcement against the Property. Grantor shall name Lender as an additional obligate tinder any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any meternate are supplied to the Property, it any mechanic's tien, materialmen's lien, or other filen could be asserted on account of the work, services, or materialmen's request of Lender furnish to Lender edvance essurences satisfactory to Lender that Grantor will upon request of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions reteining to insuring the Property are a part of this Mortgage:

Maintanance of Iheurance. Grantor shall produre and meintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in fevor of Lender. Grantor shall also procure and maintain comprehensive general Hability insurance to such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance longities. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and obter insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Londer. Grantor shall deliver to Lander certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of liftisen (15) days' prior written notice to Lender and not containing any disclaimer of the insurar's flebility for fallure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in flavor clander with not be impaired in any way by any act, ornassion or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Menagement Agency as a special flood hazard area, Grantor agices to obtain and maintain Federal Emergency Menagement Agency as a special flood hazard area, for the full unpaid prioribal balance of the loan and any prior flens on the property securing the loan, up to the maximum policy limits set under the National Flood insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the foan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifthern (15) days of the caeualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to epoly the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay account interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor's Interests may appear.

Granter's Report on Insurance. Upon request of Lendor, however not more than once a year, Granter shall turnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured: (3) the amount of the policy; (4) the property insured, the their current replacement value of such property, and the manner of determining that value, and (5) the expiration date of the policy. Granter shall, upon request of Lender, have an independent appreisar satisfactory to Lender determine the cash value replacement cost of the Property.

of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lander may require Grenter to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other intervel as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the lotal annual taxes, assessments, and insurance premiums Lander resecrably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lander shall have the right to drew upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be constitued as requiring to advance other monites for such purposes, and Lender shall not liceur shall find incur a liability for sorthing it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds diaclose a shortage or deficiency grantor shall pay such shortage or deficiency as required by Ender. All amounts in the reserve account are hereby pledged to further ascure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the likely funds underselve payment of Default. Lender shall not be required to pay any interest or earnings on the reserve funds funds underselve payment of Default. Lender does not hold the reserve funds in trust for Gr

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Granter fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Granter's refuture to discharge or pay when due any amounts Granter is required to discharge or pay under this Mortgage or any Related Documents, Lender on Granter's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, accurity interests, encumbrances and other claims, at any time layled or placed on the Property and paying all coats for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the data incurred or paid by Lender to the date of rapayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be appointed among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be as addition to all other rights and remedies to which lander may be entitled upon Default.

Loan No: 10500597

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Montgage:

Title. Grantor warrants that (a) Grantor holds good and merketable title of record to the Property in fee simple, free and clear of all fiens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in fevor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to lander.

Detense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful datins of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lander under this Mortgage, Grantor shell defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lander shall be entitled to perticipate in the proceeding and to be represented in the proceeding by counsel of Lander's own choice, and Grantor will deliver, or cause to be delivered, to Lander such instruments as Lander may request from time to time to permit such participation.

Compliance With Laws. Grantor werrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage.

Proceedings. If any proceeding in condemnation is filed, Granior shall promptly notify Lender in writing, and Granior shall promptly take such steps as may be necessary to defend the action and obtain the award. Granior may be the nominal party in such proceeding, but Lender shall be entitled to perticipate in the proceeding and to be represented in the proceeding by counsel of its own discle, and Granior will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lander from time to time to permit such carticipation.

Application of Net Procesds. If all or any part of the Property is condemned by erriment domain proceedings or by any proceeding or purchase in fieu of condemnation, Lender may at its election require that all or any portion of that net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall meen the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Montgage:

Current Yazes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whitever other action is requested by Lender to perfect and continue Lender's fien on the Real Property. Grantor shall relimbure Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, feee, documentary stamps, and other charges for recording or registaring this Mortgage.

Taxes. The following shall constitute taxes to which this section applies. (1) is specific tax upon this type of Mongage or upon all or any part of the "Indebtedness secured by this Mongage; (2) as specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mongage, (3) a tax on this type of Mongage chargeable against the Lander or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes, if any (ax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Lender section and deposits with Lender cash or a sufficient corporate surery bond or other security satisfactory to Lender

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a sociality agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extant any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue tender's security interest in the Rents and Personal Property. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall satematic any Personal Property and affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Granior (debtor) and Lander (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designeds, and when requested by Lender, cause to be filed, recorded, refiled, or extended, as the case may be, all such times and as such offices and places as Lender may deam appropriate, any and all such mortgages, deads of trust, security deeds, security gereements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, compriste, perfect, continue, or preserve. (1) Sorrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the hears and security interests condated by this Mortgage as first and prior tions on the Property, whether now owned or hereefter acquired by Grantor. Unless prohibited by faw or Lender agrees to the contrary in writing, Grantor shall removines Lander for all costs and expenses incurred in connection with the matters referred to in this beragingth.

FULL PERFORMANCE if Borrower and Grantor pay all the indebtadness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file avidencing

MORTGAGE (Continued)

Loan No: 10500597 Page 5

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Leader's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as datermined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Londer's option, shall constitute an Event of Default under this

Payment Default. Borrower fails to make any payment when due under the Indebtedness

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien

Other Defaults. Borrower or Granior fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Occuments or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may meterally affect any of Borrower's or any Grantor's property or Borrower's ability to repay the indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Montgage of any of the Related Documents

False Statements. Any warranty, representation or statement made or furnished to Lander by Borrower or Granton or on Borrower's or Grantor's behelf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time

Defective Collineralization. This Mortgage or any of the Related Occuments ceases to be in full force and effect (including failure of any colleteral document to create a valid and perfected accurity interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the Insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfetture Proceedings. Commencement of foreclosure or torfetture proceedings, whether by judical proceedings self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a gernshiment of any of Borrowers or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good felth dispute by Borrower or Grantor as to the velicity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding the complete or the cred proceeding, in an amount determined by Landar, in its sole discretion, as being an adequate reserve or bond for the disputa.

Breach of Otier Agreement. Any breach by Borrower or Grantor under the larms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Burrower or Grantor to Lender, whether existing now or later.

Events Affecting Quarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or flability under, any Gueranty of the Indebtedness

Advanse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebledness is impaired

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law;

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code

Collect Rents. Lender shall have the right to collect the Rents, including amounts past due and unpeal, and apply the net proceeds, over and above Lander's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lander, then Grantor inevocably designates Lender as Grantor's attorney-in-fact to andorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demend existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Renta from the Property and apply the proceeds, over end above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by the Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shell not disqualify a person from serving as a

Judicial Forectoaure, Londer may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby walve any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any Loan No: 10500597

part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at eny public sale on all or any portion of the Property

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Ramedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and en election to make expanditures or to take action to perform an obligation of Grantor under this Mortgage, effer Granton's failure to perform, shall not affect Lendar's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies evelleble to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lander to proceed directly against Granier and/or Borrower and/or against any other co-maker, guaranter, surely or endorser end/or to proceed against any other collateral directly or indirectly securing the indebtedness

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Attorneys' Fees; Expenses, if Lender institutes any suit or action to enforce any of the latrus of this Mortgage, Lender shall be entitled to recover Lender's reasonable expenses that Lender Incurs in realizing on the Property, Whether or not eny court action is involved, all resconable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repeat. Expenses covered by this paragraph include, without limitation, Lender's attorneys' fees and Lender's legal expenses so whether or not there is a lawsuit, including attorneys' fees and expenses for benkruptcy proceedings including efforts to modify or vacate any eutomatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining the reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, and any court costs and collection agency fees, except that such costs of soldertion stayle or proceedings. costs of collection whall not include recovery of both attorneys' fees and collection agency fees.

COSTE of collection shall not include recovery or both attorneys rees and collection againty received.
NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacatritile (unless otherwise required by taw), when deposited with a nationally recognized overnight courser, or, if multid, when deposited in the United States mail, as first class, certified or registered mail possage propaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices professor from the holder of any lien which has priority over this Mortgage shall be sent to Lender's eddress, as shown near the beginning of this Mortgage. Any party may change its address in notices under this Mortgage by giving formed written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender Informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is dearned to be notice given to all Grantors.

If there is more then one Grantor, any notice given by Lender to any Grantor's deemed to be notice given to all Grantor's

ARBITRATION. This provision replaces and supersedes any and all prior Arbitration provisions in any and all loan documents signed by you wherever they occur (promissory notes, security agreements, guarantees, trust deeds or mortgages, etc.). Borrower and lender mutually agree that all disputes, claims, and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated upon request of either party. No act to take or disposes of any collateral securing this Note shall constitute a walver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining indirective relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Arbitrators must be active members of the Kansas State Bar or retired Judges of the state or federal Judiciary of Kansas, with expertise in the substantive law applicable to the subject matter of the Dispute. The parties shall meet and agree on selection of the arbitrator or arbitrators. In the event the parties cannot agree on the arbitrator or arbitrators, each party shall appoint a member of the Kansas State Bar to participate in the selection of the arbitrator or arbitrators. After the members of the Selection Committee shall select the arbitrator or arbitrators. After the members of the Selection Committee shall select the arbitrator or arbitrators, their authority is concluded. Arbitrators are empowered to resoive Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. A

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Morigage

Amendments. This Mortgage, together with any Raleted Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No elteration of or amendment to this Mortgage shall be affective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall lumish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating incomes shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Ception headings in this Mortgage are for convenience purposes only end are not to be used to interpret or define the provisions of this Mortgage.

Governing Lew. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions. This Mortgage has been accepted by Lander in the State of Kenses

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Johnson County, State of Kansas.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing ballow is responsible for all obligations in his Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similer shifty, it is not necessary for Lander to Inquire into the powers of any of one officers, directors, partners, members, or other segmits acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be gueranteed under this Mortgage.

No Walver by Lender. Lender shall not be deemed to have walved any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or comission on the part of Lender in exercising any right shall persist ear a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waivar by Lender, nor any course of dealing between Lender and Crantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender's required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Morfgage to be illegal, invalid, or unanforceable as to any directmistance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified as that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Morfgage. Unless otherwise required by faw, the illegality, invalidity, or unenforceability of any provision of this Morfgage shall not affect the legality, validity or enforceability of any other provision of this Morfgage.

Morger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Sale or Assignment of Mortgage. Grantor hereby waives any rights Grantor may have under Kansas law to be notified if Lender sells or assigns this Mortgage

Successors and Ausigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Crantor, Lander, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. Grentor hereby waives, to the extent permitted by Kansas law, any and all rights of redemption on Grantor's behalf and on behalf of any other persons permitted to redeem the Property.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in the Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in tawful money of the United States of America. Words and learns used in the singular shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings stributed to such terms in the Uniform Commercial Code.

Borrower. The word "Borrower" means Dickinson Theatres, Inc.; Chenal Ctriemes LLC; Palezzo 18 Theatres, LLC; Midwest Cineme Group, Inc.; Mess Chemes LLC; and Anzona Cinemes, LLC and includes sit co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mongage in the section titled "Default"

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the anvironment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as emended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1988, Pub. L. No 99-499 ("SARA"), the Hazardous Malerials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 5901, et seq., or other applicable state or federal lews, rules, or regulations adopted pursuant thereto

Event of Dafault. The words "Event of Default" mean eny of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Midwest Cinema Group, Inc .

Guarantor. The Word "Guarantor" maans any guarantor, surety, or accommodation party of eny or all of the indebtedness.

Guaranty. The world "Guaranty" means the guaranty from Guarantor to Londar, including without limitation a guaranty of all or part of the Note

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physicist, chemical or infectious characteristics, may existe or pose a present or potential heard to human health or the environment when improperly used, freated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes without limitation, petroleum and petroleum by-products or any fraction thereof, asbestoe, mining waste, drilling fluids and other waster associated with the exploration, development and production of crude oil, ily ash, bottom ash, slag and flue emissions, and coment kind dust.

improvements. The word "improvements" masss all existing and future improvements, buildings, atructures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

indebtadness. The word "Indebtedness" means all principal, interest, and other emounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of,

MORTGAGE (Continued)

Loan No: 10500597

Page 8

consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage. Logether with interest on such amounts as provided in this Mortgage. Specifically, without imitation, indebtedness includes all emounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means PEOPLES BANK, its successors and easigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender,

Note: The word "Note" means the promissory note dated October 4, 2012, thin the original principal amount of \$900,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinencings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, flutures, and other articles of personal property now or horeafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and ell substitutions for, any of such property; and logother with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agraements, guarenties, security agreements, mortgeges, deeds of itself, security deeds, collateral mortgages, and all other instruments, agreements and documents, whather now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royettes, profits, and other benefits derived from the Property

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

MIDWEST CINEMA GROUP, INC.

By COPY
Reneld J. Horton, President/CEO of Midwest Cinema Group, Inc.

	CORPORATE A	CKNOWLEDGMENT	
STATE OF		1	
) \$5	
COUNTY OF)	
himself or herself to be a agent, being authorized s	n authorized agent of Midwest.	20 before me, the un nt/CEO of Midwaet Cineme Group, Inc., who ack Cineme Group, Inc., a corporation, and thet he or sh g Mortgage for the purposes therein contained, by s	a, as suci
•	hersunto set my hand and office		- •
•	hersunto set my hand and offic		- •

LASER PRO Lending, Ver. 12 2.0.003 Copt. Harland Financial Solutions, Inc. 1997, 2012 Aff Rights Reserved. - KS PlappsICFNLPLV303.FC TR-6752 PR-13



AGREEMENT TO PROVIDE INSURANCE

Principal Loan Date Mat	udty Loan No	Call / Coll Account	Officer Initials
\$900,000.00 10-04-2012 12-31	-2012 10500597		CRW
References in the boxes above are for Lend Any item above	ler's use only and do not limit the		perticular loan or item.

Borrower:

Dickinson Theatres, Inc.: Changi Cinemas LLC:

Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mesa Cinemas LLC; and Arizons Cinemas, LLC 6801 W. 107th Street

Overland Park, KS 66213

Grantor: Arizona Cinemae LLC

PEOPLES BANK Lander:

Southcreek 13180 Matcalf Avenue Overland Park, KS 66213

6801 W. 107th Street Overland Park, KS 66213

INSURANCE REQUIREMENTS. Grantor, Arizona Cinemas, LLC ("Grantor"), understands that insurance coverage is required in connection with the extending of a foan or the providing of other finencial accommodations to Dickinson Theatres, Inc.; Chenal Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc., Mess Cinemas LLC; and Artzona Cinemas, LLC ("Borrower") by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral").

Colleteral: All Inventory, Equipment and Fixtures.

Type: All risks, including fire, theft and tlability
Amount: Full Insurable Value

Sasts: Rojlacement value.

Endorsements: Londer loss payable clause with supulation that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Lender.

Deductibles: \$1,000,00

Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Granter may obtain trisurance from any insurance company Granter may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender. Grantor has the option of providing any Insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Grantor, subject to Lender's right, for reasonable cause before credit is extended, to decline any insurance provided by Grantor.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of October 4, 2012, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance, in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID RALIANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL, HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS. LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all Information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS OATED OCTOBER 4, 2012.

GRANTOR:

ARIZONA CINEMAS, LLC

Sy, Ronald J. Horton, Managing Member of Arizona Cinemas, LLC

AGENTS NAME AGENCY, Schiffman, Remiey & Asadoc., Inc. ADDRESS, 5201 Johnson Drive, Suite S00, Mission, KS, 66205 INSURANCE COMPANY: Phosnix Insurance Company POLICY NUMBER- EFFECTIVE DATES: COMMENTS.	DATE:	FOR LENDER USE ONLY INSURANCE VERIFICATION	PHONE (913) 831-1777
ADDRESS. 5201 Johnson Drive, Suite S00, Miselon, KS 6620S INSURANCE COMPANY: Phoenix Insurance Company POLICY NUMBER- EFFECTIVE DATES:	AGENTS NAME		
INSURANCE COMPANY: Phoenix Insurance Company POLICY NUMBER: EFFECTIVE DATES:	AGENCY, Schilman, Remiey & Assoc., Inc.		
POLICY NUMBER: EFFECTIVE DATES:	ADDRESS. 5201 Johnson Drive, Sulte 500, Mix	elon, KS 66205	
EFFECTIVE DATES:	INSURANCE COMPANY: Phoenix insurance Com	ipany	
	POLICY NUMBER		
COMMENTS.	EFFECTIVE DATES:		
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Borrower;	Olckinson Theatres, Inc.; Chenal Cinemas LLC; Palazzo 15 Theatres, LLC; Midwest Cinema Group, Inc.; Mesa Cinemas LLC; and Arizona Cinemas, LLC 581 W, 107th Street Overland Park, KS 66213	Lender:	PEOPLES BANK Southcreek 13160 Melcalf Avenue Overland Park, KS 66213
Grantor:	Arizone Cinemas, i.i.C 6801 W. 107th Street Overland Park, KS 66213		
the extender Theatres, Li sel Jorth in	REQUIREMENTS, Grantor, Arizona Cinemas, LLC ("Grain of a loan or the providing of other financial accommunic, Midwest Cinema Group, Inc., Mesa Chamas LLC, and the security documents for the loan. The following mine "Collateral")	nodations to Dio I Anzona Cinem	kinson Theatres, Inc.; Chenal Cinemas LLC; Palazzo 16 as, LLC ("Borrower") by Länder. These regulrements an
Colleters	Type: All risks, including fire, thert and liability. Amount: Full insurable Value Basis: Replacement value	tipulation that c	everage will not be cancelled or diminished without a

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be defined addity because insurance was not purchased through Lender. Grantor has the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Grantor, subject to Lender's right, for reasonable cause before credit is extended, to decline any insurance provided by Grantor.

AUDIDITIO Lemonts right, for reasonable cause before credit is extended, to decline any insurance provided by Grantor.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of October 4, 2012, or earlier. Grantor acknowledges and agrees that if Grantor falls to provide any required insurance or falls to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR [2) THE VALUE OF THE COLLATERAL, HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDENNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantot authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding this Collateral, the loan or other financial accommodations, or both

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 4, 2012.

arizona cinemas, llc	
By: COPY Ronald J. Horton, Managing Member of Artzon Cinemas, LLC	

TATE:	For Lender USE only Insurance verification	PHONE (913) 831-1777
GENT'S NAME.		
GENCY Schifman, Remisy & Ass	ioc., Inc.	
DDRESS \$201 Jahrson Drive, 9	ulte 500, Mission, KS 66205	
NSURANCE COMPANY: Phoenix Is	пьигалсь Сотрипу	
YOLICY NUMBER		
FFECTIVE DATES:		
		340000 TO

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AGREEMENT TO PROVIDE INSURANCE

Principal Loan Data Maturity \$900,000.00 10-04-2012 12-31-2012	Loan No tail rest Account Officer In 10500597 147 CRW	itiale :
References in the boxes above are for Lender's use only	and do not limit the applicability of this document to any perticular loan or item	

Borrower:

Dickinson Theatres, Inc.; Chenai Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mess Cinemas LLC; and Arizona Cinemas, LLC 6801 W. 107th Street

Overland Park, KS 66213

Grantor: Chenal Cinamas LLC

5801 W. 107th Street Overland Park, K5 66213

Lender:

PEOPLES BANK

Southereak 13160 Metcail Aven Overland Park, KS 66213

INSURANCE REQUIREMENTS. Grantor, Chenal Cinemas LLC ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Dickinson Theatres, I.C.; Chenal Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinemas Group, Inc.; Mess Cinemas I.LC; and Arizone Cinemas, LLC ("Borrower") by Lender. These requirements ere set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: All Inventory, Equipment and Fixtures.
Type: All risks, including fire, theft and liability.
Amount: Full Insurable Value.
Basts: Replacement value.

Endorsements: Lander loss psyable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Lender.

Deductibles: \$1,000.00

Latest Callvery Date: By the loan closing date

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lander. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender. Grantor has the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Granton, subject to Lender's right, for reasonable cause before credit is extended, to decline any insurance provided by Granton.

SUCREM TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of October 4, 2012, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE. THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL, HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS. LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Colleteral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Colleteral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 4, 2012.

GRANTOR:

CHENAL CINEMAS LLC

Cinarcian LLC

By: Ronald J. Horton, Managing Member of Chenal

DATE	INSURANCE VERIFICATION	PHONE (913) 831-1777
AGENT'S NAME		
AGENCY Schifman, Remiey & Assoc., Inc.	•	
ADDRESS. 5201 Johnson Drive, Suite 500	i, Misalon, XS 66205	
NSURANCE COMPANY Phoenix Insurance	: Company	
POLICY NUMBER		
FFECTIVE DATES:		

ALIEN PRO Company, Nys. 13,36.000. Copy. Hardens Francis Businessa, 194, 1983. 2012. Ad Hydric Hammann. HS. Chapta CENEPLS 196-0552. PR-9752. PR-97.



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AGREEMENT TO PROVIDE INSURANCE

Princip		in Date	Majurity	Loan	No. 3	Cell / Cof	Acc	aunt -	Officer Initia	ls :
										900
Referenc	es in the boxes	above are for	Lender's use o	nly and do n	of limit the ap	plicability of the	ris document t	o any particu	llar loan or item,	
	*****	Any item a	sbova containin	g "*** has	been omitted	due to text le	ngth ilmitations).	····	

Borrower:

Dickinson Theatres, Inc.; Chenat Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Meas Cinemas LLC; and Arizona Cinemas, LLC 6801 W. 107th Street

Overland Park, KS 66213

Grantor: Chenal Cinemae LLC

6801 W. 107th Street Overland Park, KS 66213

Lender: PEOPLES BANK

Southcrack 13185 Metcalf Avenue Overland Park, KS 66213

INSERANCE REQUIREMENTS. Grantor, Chenal Cinemas LLC ("Grantor"), understands that insurance coverage is required in connection with the estending of a loan or the providing of other financial accommodations to Dickinson Theatres, Inc.; Chenal Cinemas LLC: Palazzo 16 Theatres, LLC, Midwest Cinema Group, Inc.; Mesa Cinemas LLC; and Arizona Cinemas, LLC ("Borrower") by Lender. These requirements are sel forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral").

Collectral: All Inventory, Equipment and Fixtures,
Type: All risks, including fire, theft and isability.
Amount: Full Insurable Value

Basis: Replacement value.

Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Lender Deductibles: \$1,000.00.

Latest Delivery Date: By the loan closing date

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased brough Lender. Grantor has the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Grantor, subject to Lender's right, for reasonable cause before credit is extended, to deciline any insurance provided by Grantor.

FAILURE TO PROVIDE INSURANCE. Granter agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of October 4, 2012, or earlier. Granter acknowledges and agrees that if Granter fails to provide any required insurance or fails to continue such insurance in force, Lander may do so at Granter's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. Grantor acknowledges that if Lender so purchases any such insurance, the insurance will provide limited protection against physical damage to the collateral, up to an amount equal to the lesser of (1) the unpaid balance of the debt, excluding any unearned finance charges, or (2) the value of the collateral, however, grantor's equity in the collateral may not be insured. In addition, the insurance may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) ell information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 4, 2012.

GRANTOR:

CHENAL CINEMAS LLC

By: COPY
Ronald J. Horton, Managing Member of Chenal

Cinemas LLC

DATE:	FOR LENDER USE ONLY INSURANCE VERIFICATION	PHONE (913) 831-1777
AGENTS NAME		
AGENCY Schifmen, Remisy & Assoc., Ir	NC.	
ADDRESS 5201 Johnson Drive, Suite 50	00, Misulan, KS-86205	
INSURANCE COMPANY Phoenix Insuran	ns Company	
POLICY NUMBER.		
EFFECTIVE DATES		
COMMENTS.		

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	AGREEN	IENT TO PROVI	DE INSURANCE	
\$900,000 .	10-04-2012 12-31-201	10500507	- Maria Crawle	
Mater or re-	Any item above contain	e only arts up not mind and armitte	applicability of th is document to any perticuler loan or ite didue to text length limitations	im.
Borrower:	Dickinson Theatres, Inc.; Chenal Cinem Palazzo 16 Theatres, LLC; Midwast Chino; Mase Chemas LLC; and Arizona 6 8801 W. 107th Street Overland Park, KS 66213	nes LLC; Lend pama Group,		
Grantor;	Midwest Cinema Group, Inc. 6801 W. 107th Street Overland Park, KS 66213			
with the extra Theatres, LL set forth in i	ending of a loan or the providing of othi C, Midwest Chema Group, Inc.: Mesa (er finaricial eccommodation Sinemas LLC, and Arizona	 c), understands that insurance coverage is required in costs to Dickinson Theatres, inc.; Chenel Cinemas LLC; Pacinemas, LLC ("Borrower") by Lender. These requiremence coverages must be provided on the following districtions. 	dazzo 1 nentsa
Collaterei	Type: Fire and extended exverage. Amount: Full Insurable Value Basis: Replacement value			
	Endomements: Standard mortgage minimum of 15 days pnor written notice Latest Delivery Dete: By the loan ck	notice to Lender, and with	that coverage will not be cancelled or diminished wo out disclaimer of the insurer's liability for failure to gi	ithout Ive suc
Lender. Gran of providing	COMPANY. Grantor may obtain meun stor understands that credit may not be a	ance from any insurance of denied solely because insura ment through an existing po	company Grantor may choose that is reasonably eccep- ince was not purchased through Lender. Grantor has the line or a policy independently obtained and paid for by the eny insure incovided by Grentor.	на Срвій
	RANCE, Flood Insurance for the Collater			
of the Finsurance unpaid p National meurance	ederal Emergency Management Agence, if available, within 45 days after notic mincipal belance of the loan and any pri Flood Insurance Program, or as others a may be purchased under the National I	y as a special flood heza- te is given by Lender that the or liens on the property se- ise required by Lendar, an lipod insurance Program or	•	ral Floo r the fu nder th . Floo
insurance as provide any in security document. G PROTECTION BALANCE OF GRANTOR'S	provided above, with an effective date equired insurance or fails to continue sui iment. The cost of any such inaurance FRANTOR ACKNOWLEDGES THAT IF LE! AGAINST PHYSICAL DAMAGE TO T. T THE DEBT. EXCLUDING ANY UNE! EQUITY IN THE COLLATERAL MAY IN	of October 4, 2012, or ea disurence in force, Lender, at the option of Lender, NDER SO PURCHASES ANY HE COLLATERAL, UP TO RENED FINANCE CHARGE FOT BE INSURED. IN AD	the latest delivery data stated above, evidence of the dier. Grantor acknowledges and agrees that if Grantor or may do so at Grantor's expanse as provided in the shall be added to the indebtedness as provided in the r SUCH INSURANCE, THE INSURANCE WILL PROVIDE AN AMOUNT EQUAL TO THE LESSER OF (1) THE SS, OR (2) THE VALUE OF THE COLLATERAL, NOT DITION, THE INSURANCE MAY NOT PROVIDE ANY IT THE REQUIREMENTS OF ANY FINANCIAL RESPON:	r fails to opiicable securit LIMITE UNPAI WEVER PUBLIC
AUTHORIZAT	ent or company) at information Lend		ntor authorizes Londer to provide to any person (including the regarding the Collegeral, the loan or other t	
	EKNOWLEDGES HAVING READ ALL TH S AGREEMENT IS CATED OCTOBER 4, 2		AGREEMENT TO PROVIDE INSURANCE AND AGREES	то л
GRANTOR:				
MOWEST CIN	NEMA GROUP, INC.			
By: Ronald J. Group, Inc	Horton, Presiden#CEO of Midwest Cine c.	194		
		FOR LENDER USE ON	II Y	
		INSURANCE VERIFICA		
	NAVE.		FOUNCE (Play BOTH FFF	
ı	Schilman, Ramley & Assoc., Inc.			
(S 5201 Johnson Drive, Suite 500, Miss	•		
1	ICE COMPANY: Phoentx insurance Com	pany		
I .	NUMBER			

COMMENTS



AGREEMENT TO PROVIDE INSURANCE

Principal Loan Date \$900,000.00 10-04-201	Majurity Lo 2 12-31-2012 105	an No CHL/Co 100597	Account	Officer Inklair
References in the boxes above a		ko nal limit the epplicability	of this document to any partic diength limitations.	cular loan or item.
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Dickinson Theatres, Inc.; Chenzi Cinemas LLC; Palatte 16 Theatres, LLC; Midwest Cinema Group Borrower:

Roc.; Mass Chernas LLC: and Arizone Cinemas, LLC 6801 W. 107th Street Overland Park, KS 66213

Grantor: Michaest Cinsma Group, Inc.

6801 W. 107th Street Overland Park, KS 66213 Lander: PEOPLES BANK Southcreak 13180 Metcall Avenue Overlend Park, KS 66213

INGURANCE REQUIREMENTS. Grantor, Midwest Cinema Group, Inc. ("Grentor"), Understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Dickinson Theatres, Inc.; Chenal Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mess Cinemas LLC, and Artzona Cinemas, LLC ("Borrower") by Lender. These requirements are set forth in the security documents for the loan. That following insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: 6801 W. 107th Street, Overland Park, KS 65212.

Type: Fire and extended coverage. Amount: Full insurable Value. Sasta: Replacement value

Endorsements: Standard mongagee's clause with attpulation that coverage will not be cancelled or unimistrate without a find the insurer's liability for failure to give such minimum of 15 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such

Letest Delivery Dete: By the loan dosing date

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that its reasonably acceptable to Lender. Grantor understands that credit may not be desired solely because insurance was not purchased (hrough Lender. Grantor has the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by Grantor, subject to Lender's right, for reasonable cause before credit is extended, to decline any insurance provided by Grantor.

FLOOD INSURANCE. Flood insurance for the Colleteral securing this loan is described as follows:

Real Estate at 6801 W. 107th Street, Overland Park, KS 66212.

Real Estate at 8861 W. 107th Street, Overland Park, KS 66212.

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary et this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if averlable, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full imped principal balance of the kan and any prior times on the proparity securing the loan, up to the maximum policy Biriks set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the Ioan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery data stated above, evidence of the required insurance as provided above, with an effective date of October 4, 2012, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so et Grantor's expense as provided in the applicable provide any required insurance of fails to constitue such insurance in torse, leading one of constitue such insurance, at the option of Lender, shall be added to the indebtadrees as provided in the security document. First cast of eny such insurance, at the option of Lender, shall be added to the indebtadrees as provided in the security document. Shantor acknowledges that if Lender so purchases any such insurance, the insurance will provide limited protection against physical damage to the collateral, up to an amount equal. To the lesser of (1) the unpaid bealance of the Debt, excluding any unearned finance charges, or (2) the value of the Collateral, however, grantor's equity in the collateral may not be insured. In addition, the insurance may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility. LAWS

AUTHORIZATION. For purposes of insurance coverage on the Colleteral, Grantor authorizes Lender to provide to any person (including any insurance agant or company) all information Lender deems appropriate, whether regarding the Colleteral, the loan or other financial accommodations, or both

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 4, 2012.

GRANTOR:

MIOWEST CINEMA GROUP, INC.

By: COPY
Ronald J. Horton, President/CEO of Midwest Cinema **Огоир, Inc.**



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AGREEMENT TO PROVIDE INSURANCE

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Borrower:	Dickinson Theatres, Inc.; Chehal Chemse LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mass Cinemas LLC; and Arizona Cinemas, LLC 5801 W. 197th Street Overland Park, KS 66213	Lender:	PEOPLES BANK Southereek 13180 Metcalf Avenue Overland Park, KS 66213
irantor:	Pelazzo 16 Theatres, LLC 6801 W. 107th Strust Overland Park, KS 66213		
with the extended the set forth in the s	REQUIREMENTS. Grantor, Palazzo 16 Theatres, LLC ("ending of a loan or the providing of other financial accord; Alidwest Cinema Group, Inc; Mesa Cinemas LLC, an his security documents for the loan. The following mile "Collateral")	mmodations to Di d Arizona Cinema	ickinson Theatres, Inc.; Chenal Cliremax LLC; Palazzo ss, LLC ("Borrower") by Lender. These requirements :
Collateral	Type: All risks, including fire, theft and liability Amount: Full insurable Value. Basis: Replacement value.	eupulation that c	overage will not be cancelled or dimmshed without
Lender, Gran of providing s	COMPANY. Grantor may obtain maurance from any li- ntor understands that credit may not be denied solely bec- any insurance required under this Agreement through an inder's right, for reasonable cause before credit is extended.	ause insurance w existing policy or	as not purchased through Lender. Grantor has the opti a policy independently obtained and paid for by Grant
provide any resecutive document. G PROTECTION BALANCE OF GRANTOR'S	PROVIDE INSURANCE. Grantor agrees to deliver to provided ebove, with an effective date of October 4, 2 equired insurance or falls to continue such insurance in firment. The cost of any such insurance, at the option of RANTOR ACKNOWLEDGES THAT IF LENDER SO PURCH. ACAINST PHYSICAL DAMAGE TO THE COLLATERA F. THE DEBT, EXCLUDING ANY UNEARNED FINANCE EQUITY IN THE COLLATERA, MAY NOT BE INSURE R. PROPERTY DAMAGE INDEMNIFICATION AND MAY	012, or earlier to orce, Lender may of Lender, shall b tases any such L. UP TO AN AL E. CHARGES, OR D. IN ADDITION	Grantor ecknowledges and agrees that if Grantor fails i do so al Grantor's expense as provided in the epplicat e added to the indebtedness as provided in the secul H INSURANCE, THE INSURANCE WILL PROVIDE LIMIT! MOUNT EQUAL TO THE LESSER OF (1) THE UNPA I (2) THE VALUE OF THE COLLATERAL, HOWEVE N, THE INSURANCE MAY NOT PROVIDE, ANY PUBL
	FION. For purposes of insurance coverage on the Colle ent or company) all information Lender deems approns, or both.		
	CKNOWLEDGES HAVING READ ALL THE PROVISIONS 5 AGREEMENT IS DATED OCTOBER 4, 2012.	OF THIS AGREE	MENT TO PROVIDE INSURANCE AND AGREES TO I
By:	THEATRES, LLC Horton, Managing Member of Palazzo 15		
Theatres,	LLC		
1	INSURANCE	ER USE ONLY VERIFICATION	PHONE (913) 831-1777
ADDRES	. Schifmen, Remiey & Assoc., Inc. S: 5201 Johnson Orive, Suite 500, Mission, KS 66205 ICE COMPANY: Phoenix Insurence Company		
1	VUMBER:		



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AGREEMENT TO PROVIDE INSURANCE

Referenç	es in the boxes above are for Lender's use only and d Any item above containing "***"	o not limit the applica	cRW shifty of this document to any particular town or item.
Sorrower:	Dickinson Theatres, Inc.; Chenal Ginamas LLC; Palazzo 16 Theatres, LLC; Midwest Cinemas Group Inc.; Mesa Cinemas LLC; and Arizona Cinemas, LL 6601 W 107th Street Overlend Park, KS 86213	Lender:	to text length limitations PEOPLES BANK Southcreek 13180 Metcalf Avenue Overland Park, KS 88213
Grantor:	Palazzo 16 Theatres, LLC 6801 W. 107th Street Overland Park, KS 66213		
with the ex Theatres, Li set forth in	tending of a loan or the providing of other financial; LC, Midwast Cinema Group, Inc.; Mesa Cinemas LLC	accommodations to D C; and Arlzona Cinem	rstands that insurance coverage is required in connecticularity in the street in the s
Colletera	al: All Inventory, Equipment and Fixtures. Type: All risks, including fire, their and liability Amount: Full Insurable Value Balls: Replacement value.		
		rith stipolation that c ler,	coverage will not be cancelled or diminished withou
Lender Gra of providing	E COMPANY. Grantor may obtain insurance from a antor understands that cradit may not be denied solely	y because insurance w h an existing policy or	ny Grantor mey choose that is reasonably acceptable vas not purchased through Lender. Grantor has the of a policy independently obtained and paid for by Grain insurance provided by Grantor.
insurance as provide arry security dec document in PROTECTION BALANCE OF GRANTORS	s provided above, with an effective date of October required insurance or fails to continue such insurance at the optimization the cost of any such insurance, at the optigrantor ACKNOWLEDGES THAT IF LENDER SO PIN AGAINST PHYSICAL DAMAGE TO THE COLLATOR THE DEBT, EXCLUDING ANY UNEARNED FIN SOCIETY IN THE COLLATERAL MAY NOT BE INSTITUTED.	4, 2012, or earlier. But force, Lender may lion of Lender, shall but CHASES ANY SUC TERAL, UP TO AN A ANCE CHARGES, OF	Natest delivery data stated above, proof of the regi- Grantor acknowledges and agrees that if Grentor fail y do so at Grantor's expense as provided in the applic se added to the indebladness as provided in the sec- it inspirance, The insuprance will, provide time MOUNT EQUAL TO THE LESSER OF (1) THE UNIX R (2) THE VALUE OF THE COLLATERAL, HOWEY IN, THE INSURANCE MAY NOT PROVIDE ANY PUR REQUIREMENTS OF ANY FINANCIAL RESPONSIBI
insurance a			uthanizes Lender to provide to any person (including regarding the Colleterel, the loan or other tha
	ACKNOWLEDGES HAVING READ ALL THE PROVISI IS AGREEMENT IS DATED OCTOBER 4, 2012.	ONS OF THIS AGREE	EMENT TO PROVIDE INSURANCE AND AGREES TO
GRANTOR:			
	G THEATRES, LLC		
	I. Horton, Managing Mamber of Palazzo 16 , LLC		
Thestre		ENDER USE ONLY	
Theatree	FOR I		
	INSURA	NCE VERIFICATION	PHONE (913) 831-1777
DATE: AGENT	Ingury		PHONE (913) \$31-1777
DATE- AGENT AGENC	INSURY S NAME Y Schifman, Remiey & Assoc., Inc.	ANCE VERIFICATION	PHONE (913) 831-1777
DATE- AGENT AGENC ADDRES	INSURA S NAME Y Schifman, Remiey & Assoc., Inc. SS. 5201 Johnson Drive, Suits 500, Mission, KS 58	ANCE VERIFICATION	PHONE (913) 531-1777
DATE- AGENT' AGENC' ADDRES INSURA POLICY	INSURY S NAME Y Schifman, Remiey & Assoc., Inc.	ANCE VERIFICATION	· ·

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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal Loan Date Maturity \$900,000,00 10-04-2012 12-31-2812	Loun No 10500597	Cett / Colt Account :	Officer, Initials
References in the boxes above are for Lender's use of	only and do not limit the		

Borrower:

Dickinson Theetree, Inc.; Chenzi Cinemas LLC; Palazzo 15 Theetree, LLC; Midwest Cinema Group, Inc.; Meas Cinemas LLC; and Arizone Cinemas, LLC 6801 W, 107th Street

Overland Park, KS 56213

Lender: PEOPLES BANK

Southcreek 13480 Mescali Avenue Overland Park, KS 55213

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to two Corporations and four Limited Liability Companies for \$900,000 do due on December 31, 2012

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for.

☐ Personal, Family, or Household Purposes or Personal Investment.

Business (including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is . Increase working capital line of credit

FLOOD INSURANCE. As reflected on Flood Map No. 20091C0068G dated 08-03-2009, for the community of CITY OF OVERLAND PARK, some of the property that will secure the loss is not located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this identity this time.

OISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$900,000.00 as follows:

> Undishursed Funds: \$785,981.43 \$105,278.57

Other Disbursements. \$105,278 57 Current Loan Balance

\$4,740.00

Other Charges Financed:

\$10.00 UCC Filing Fee to Kangas Secretery of State \$8.00 Flood Certification and Life of Loan Payable to

CROInnove

CBCInnovs
\$2,500 00 Appraisal Fee to Bliss Associates, LLC
\$1,430.00 Mortgage Registration Tax to RTA
\$743.00 Title Policy to Continental Title Company
\$7.00 Future Release Fee to RTA
\$36.00 Mortgage Recording Fee to RTA
\$8.00 effecteding to Continental Title Company

Total Financed Prepaid Finance Charges: \$4,000.00 Loan Origination Fee

\$4,000.00

Note Principal:

\$900,000,00

AUTOMATIC PAYMENTS. Borrower hereby authorizes Lender automatically to deduct from Borrower's Demand Deposit - Checking account, numbered 102013623, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shell not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may vokuntarily terminate Automatic

FINANCIAL CONDITION BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER: THIS AUTHORIZATION IS DATED OCTOBER 4, 2012.

BORROWER.
DICKINSON THEATRES, INC
By: Ronald J. Horton, President/CEO of Dickinson Tiwetres, Inc.
CHENAL CINEMAS LLC
By: Ronald J. Horton, Managing Member of Chenai Cinomas LLC
PALAZZO 16 THEATRES, LLC
By: Ronald J. Horton, Managing Member of Palazzo 15 Theatres, LLC
MIDWEST CINEMA GROUP, INC.
By: Ronald J. Horton, President/CED of Midwest Cinema Group, Inc.
MESA CINEMAS LLC
By: Renald J. Horton, Managing Member of Mess Cinamas LLC
ARIZONA CINEMAS, LLC
By: Ronald J. Horton, Mahaging Member of Arizona Cinemas, LLC
UMSS PSQLorodia, Vol. 12.5 (20.1 Case manu-2) recomp Sendoru, Vol. 1887 (2012 of Piger Sengrado 18.1 Separt Sengrado 18.1 Sengrado 18.1 Separt Sengrado 18.1





DISBURSEMENT REQUEST AND AUTHORIZATION

Principal Loan Pate Matu \$900,000.00 10-04-2012 12-31-	rity Loss No cert (2012 10500597	Gold Account Officer initials
References in the boxes above are for Lander		y of this document to any particular loan or item. ext length (imitations.

Borrower: Dickinson Theatres, Inc.; Chanel Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mass Cinemas LLC; and Arizona Cinemas, LLC 6801 W. 107th Street

Overland Park, KS 66213

Lender:

PEOPLES BANK Sauthoreek 13180 Metcalf Avenue Overland Park, KS 66213

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LOAN TYPE. This is a Variable Rate Nondiscloseble Revolving Line of Credit Loan to two Corporations and four Limited Liability Companies for \$900,000.00 due on December 31, 2012.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for

Personal, Family, or Household Purposes or Personal Investment.

Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this lean is. Increase working capital line of credit.

FLOOD INSURANCE. As reflected on Flood Map No. 20091C0068G dated 08-03-2009, for the convisinity of CITY OF OVERLAND PARK, some of the property that will secure the loan is not located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property no special flood hazard insurance protecting property not located in an area having special flood hazards is required by faw for this loan at this time.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lander's conditions for making the Please disburse the loan proceeds of \$900,000.00 as follows:

> Undiaburked Funds: \$785,981,43 \$105,278,57 Other Disbursements: \$105,278.57 Current Loan Balance

Other Charges Financed:

ner Charges invances. \$1000 UCC Filing Fee to Kansea Secretary of Stete \$6.00 Flood Centification and Life of Loan Payable to

\$6,00 Flood Centriceoun eins and CBCinnows
\$2,500,00 Appraisal Fee to Bliss Associates, LLC
\$1,430,60 Mortgage Registration Yay to RTA
\$743.00 Title Policy to Continental Title Company
\$7.00 Future Refease Fee to RTA
\$36.00 Mortgage Recording Fee to RTA
\$8.00 eRecording to Continental Title Company

Total Financed Prepaid Finance Charges:

\$4,000 00 Loan Origination Fee

\$4,000.00

\$4,740.00

Note Principal:

\$900,000.00

AUTOMATIC PAYMENTS. Somewer hereby authorizes Lender automatically to deduct from Borrower's Demand Descrit - Checking account, numbered 102013683, the amount of any loan payment. If the funds in the account are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment. At any time and for any reason, Borrower or Lender may voluntarily terminate Automatic

FHANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S KINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 4, 2012.

DISBURSEMENT REQUEST AND AUTHORIZATION (Continued)

Page 2

BORROWER
DICKINSON THEATRES, INC

By: COPY
Ronald J. Horton, President/CEO of Dickinson Theatres, Inc.

CHENAL CINEMAS LLC

By: COPY
Ronald J. Horton, Managing Member of Chenal Cinemas LLC

By: COPY
Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC

By: COPY
Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC

MIOWEST CINEMA GROUP, INC.

By: COPY
Ronald J. Horton, President/CEO of Midwest Cinema Group, Inc.

ARIZONA CINEMAS, LLC

Loan No: 10500597

By: COPY
Ronald J. Horton, Managing Member of Arlzona
Cinemes, LLC

By: COPY
Ronald J. Horton, Managing Member of Mess
Cinemas LLC

LANCE FIND LIMITING VICE TO 2 2 CM CORP. CORP. THE THEORY MEMBERS WILL SERVE ASS. AN EMPTH REMAINING. THE THREE PARTY PROPERTY AND THE PARTY PROPERTY PROPERTY AND THE PARTY PROPERTY PROPER





NOTICE OF FINAL AGREEMENT

Principel Loan Date Maturity Loan No Call / Cell Account Officer Initials \$900,000.00 10-04-2012 12-31-2012 10500\$97 117 CRW
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower:

Dickinson Theatres, Inc.) Chenal Cinemas LLC; Palazzo 16 Theatres, LLC; Midwest Cinema Group, Inc.; Mese Cinemas LLC; and Arizona Cinemas, LLC 6801 W. 107th Street

Overland Park, KS 66213

Lender:

PEOPLES BANK 13180 Melcalf Avenue Overland Park, KS 66213

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following mewnings:

Loan. The term "Loan" means the following described loan: a Variable Rate Nondisclosable Revolving Line of Cradit Loan to two Corporations and four Limited Liability Companies for \$900,000.00 due on December 31, 2012.

Lean Agreement. The term "Loan Agreement" means one or more promises, promised notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Business Loan Agreemen!
KS Commercial Guaranty; Ronald J. Horton
KS Commercial Security Agreemen!: Purchase Money
Security Interest in all Inventory, Chattel Paper, Accounts,
Equipment, General Intangibles and Fixtures; owned by
Palazzo 16 Theatres, LLC

KS Commercial Pladge Agreement: Assignment of Network Affiliate Agreement dated September 26, 2011 by and between Netional CineMedia, LLC, a Delaware limited liebility company and Dickingon Theatres, Inc., a Kansas corporation.

The assignment is only for the rights specific to the Palm Valley 14 Theatre, 1325 N. Litchfield Road, Goodyear, AZ 85338 and Palazzo 16 Theatre, 8601 W. 135th Street double and Palazzo 16 Ineare, Bob 19, 13 Ineare, Confiand Park, KS 66223; ASSIGNMENT OF IMAX License Agreement dated July 2007, between IMAX Corporation and Oickinson Theatres Ins. easignment is oly for the rights specific to the Chenal Theatres location referenced as Theatre

2, Lttle Rock, Arkansas ; owned by Dickinson Theatres, Inc Agreement to Provide Insurance Purchase Monay Sacunty Interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures; owned by Palazza 15 Theatres, U.C.

Promiseory Note AR Commercial Security Agreement. All Invantory, Chettel Paper, Accounts, Equipment, General Intengibles and Fixtures; owned by Chenai Cinemas LLC

AZ Commercial Security Agreement All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures;

owned by Afizona Chemes, LLC KS Mortgage for Real Proparty located at 6801 W, 107th Streat, Overland Park, KS 66212 Agreement to Provide Insurances: All Inventory, Chattel Paper,

Accounts, Equipment, General Intengibles and Fixtures; owned by Anzone Cinemas, LLC
Agreement to Provide Insurance: All Inventory, Chattel Paper,

Accounts, Equipment, General Intengibles and Fixtures, owned by Chenal Cinemas LLC

Agreement to Provide Insurance: Real Property located at 6801 Vr. 107th Street, Overland Park, KS 66212; owned by Midwest

Cinema Group, Inc. Disbursament Request and Authorization Notice of Final Agreement

Parties. The term "Parties" means PEOPLES BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following

Dickinson Theatres, Inc.; Chenel Cinemas LLC; Palazzo 18 Theatres, LLC; Midwait Cinema Group, Inc.; Mean

Dickingor: Indures, Red., Censal Chemas Chemas LLC; and Arizons Chemas, LLC Michrest Cinema Group, Inc. Palazzo 16 Thastres, LLC Arizona Cinemas, LLC Chema: Cinemas LLC Dickinson Theatres, Inc. Grantor(s): Grantor(s): Grantons): Grantor(s) Dickinson Theatr Guaranter 1: Ronald J. Horton

Each Party who signs below, other than PEOPLES BANK, acknowledges, represents, and warrants to PEOPLES BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated October 4, 2012.

BORROWER:	
DICKINSON THEATRES, INC.	
By: Ronald J. Horton, President/CEO of Dickinson	
Theatres, Inc.	
CHENAL CINEMAS LLC	
P	
By: Ronald J. Horlon, Managing Member of Chanal	
Cinemas LLC	
PALAZZO 16 THEATRES, LLC	
By:	
Ronald J. Horton, Managing Member of Palazzo 16 Theatres, LLC	
4 2 PPG ID-1-1 NO G-2, Anto-Se	
MIDWEST CINEMA GROUP, INC.	
Ву:	
Ronald J. Horton, President/CEO of Midwest Cinema Group, Inc.	
MESA CINEMAS LLC	
By: Ronald J. Horton, Managing Member of Mesa	
Cimernas LLC	
ARIZONA CINEMAS, LLC	
By:	
Ronald J Horton, Managing Member of Arizona Cinamas, ILC	
GUARANTOR:	
memoring service of Superior	
x	
Ronald J. Horton, Individually	
LENDER:	
PEOPLES BANK	
Charles R. Wooten, Jr., Community President	





NOTICE OF FINAL AGREEMENT

Principal Loan Date Maturity \$909,090.00 10-04-2012 12-31-201	Loan No Cal / Cell Account Officer Hilfels 2 10500597 117 CRW
	e only and do not limit the applicability of this document to any particular loan or itam. ning "***" has been omitted due to text length limitations.

Borrower:

Dickinson Theatres, Inc.; Chenal Cinemas LLC; Pelsazo 16 Theatres, LLC; Midwest Cinema Group, Inc.: Mess Cinemas LLC; and Arixona Cinemas, LLC 5801 W. 197th Street Overland Park, KS 66213

Lender:

PEOPLES BANK Southcreek 13180 Metcalf Avenue Overland Park, KS 66213

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings.

Loan. The term "Loan" means the following described toan a Variable Rate Nondisclosable Revolving Line of Credit Loan to two Corporations and four Limited Liebility Companies for \$980,000.00 due on December 31, 2012.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, felaling to the Loan, including without limitation the following:

LOAN DOCUMENTS

Business Loan Agreement KS Commercial Guaranty: Ronald J. Horion KS Commercial Security Agreement: Purchase Money Security Interest in all Inventory, Chattel Paper, Accounts,

Security Interest in the Inventory, Charter Paper, Accounts, Equipment, General Intengibles and Fixtures; gwned by Palazzo 18 Theetres, LLC KS Commental Pledge Agraement: Assignment of Network Affiliate Agraement dated September 26, 2011 by and between National CinoMedia, LLC, a Delaware limited liability company and Dickinson Edg., a Legaware limited liability company and Dickinson Theatres, linc., a Kapasa corporation. The assignment is only for the rights specific to the Pahn Valley 14 Theatine, 1325 N. Litchfield Road, Goodyear, AZ 85338 and Poleszo 15 Theatine, 8601 W. 135th Street, Overland Park, KS 65223; ASSIGNMENT OF IMAX License Agreement dated July 2007, between IMAX Corporation and Agreement dated July 2007, between IMAX Corporation and Dirckinson Theatres Ins. assignment is ally for the rights specific to the Chenal Theatres location referenced as Theatre 2, Little Ricck, Arkanses , owned by Dickinson Theatres, Inc. Agreement to Provide Insurance. Purchase Money Security Interest in all Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures; owned by Pelazzo 16 Theatres, LLC Promissory Note

AR Commercial Security Agreement. All Inventory, Chaltel Paper, Accounts, Equipment, General Intangibles and Fixtures: owned by Chenal Cinemas LLC

AZ Commercial Security Agreement: All inventory, Chattel Paper, Accounts, Equipment, General Intengibles and Fixtures; owned by Arizona Cinemas, LLC

owned by Arizona Colorina, LLC KS Mortgage for Real Property located at 6801 W. 107th Street. Overland Park, KS E6212 Agreement to Provide Insurance: All Inventory, Chattel Paper, Accounts, Equipment, General Intengibles and Fixtures; owned by Arizona Cinemas, LLC Agreement to Provide Insurance. All Inventory, Chattel Paper, Accounts, Equipment, General Intengibles and Fixtures; owned by Chenal Cinemas LLC Agreement to Provide Insurance: Real Property located at 6801

Agreement to Provide Insurence: Real Property located at 6801 W 107th Street, Overland Park, KS 66212; owned by Midwest Cinema Group, inc.

Disbursement Request and Authorization Notice of Final Agreement

Pertiss. The term "Perties" means PEOPLES BANK and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Dickhean Thospes, Inc.; Chenal Ciremas LLC, Palezzo 18 Theatres, LLC; Midwest Cirems Group, Inc.; Mesa Ciremas LLC; and Arizons Ciremas, LLC Midwest Cirems Group, Inc. Borrower:

Grantor(s): Pelazzo 16 Theefres, LLC Arizona Cinamas, LLC Chenal Cinamas LLC Dickinson Theatres, inc. Ronald J. Horton Grantor(s): Grantor(s): Grantorial.

Guaranter 1:

NOTICE OF FINAL AGREEMENT (Continued)

Loan No: 10500597

Page 2

and the second of the second o

Each Party who signs below, other than PEOPLES BANK, acknowledges, represents, and warrants to PEOPLES BANK that it has received, read and understood this Notice of Final Agreement. This Notice is dated October 4, 2012.

ORROWER.

BORROWER.
DICKINSON THEATRES, INC. By: Roneld J. Horian, President/CEO of Dickinson Theatres, Inc.
CHENAL CINEMAS LLC By: Ronald J. Horton, Managing Member of Chenal Cinemas LLC
PALAZZO 16 THEATRES, LLC By: Ronald J. Horlon, Managing Member of Palazzo 15 Theatres, LLC
MIDWEST CINEMA GROUP, INC. By: Ronald J. Horton, President/CEO of Midwest Cinema Group, Inc.
MESA CINEMAS LLC By: Ronald J. Horton, Managing Member of Mesa Cinemas LLC
ARIZONA CINEMAS, LLC
Ronald J. Horton, Managing Member of Arizone Chemas, LLC GUARANTOR:
X Ronald J. Horton, Individually LENGER.
PEOPLES BANK
Charles R, Wooten, Jr., Community President

LAGNE MAD a vesting that 15点点 first Copy Hammer Florence Business, but HEEF Miles Int Report Resource ARE Financial PROJECT FOR THE AREA PROJECT THE AREA PROJ