

DAA2088

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
DICKINSON THEATRES, INC. 6801 W 107TH STREET OVERLAND PARK KS 66212-1285	HAWTHORN BANK 321 W. BATTLEFIELD SPRINGFIELD, MO 65807
Type: <input type="checkbox"/> individual <input type="checkbox"/> partnership <input checked="" type="checkbox"/> corporation <input type="checkbox"/> _____	
State of organization/registration (if applicable) <u>MISSOURI</u>	
<input type="checkbox"/> If checked, refer to addendum for additional Debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is JUNE 06, 2012

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) Debtor DICKINSON THEATRES, INC.

(Obligor owes to Secured Party:

Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

All Debts, Notice - The Property may also serve as collateral for future advances. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances. To the extent the Property includes livestock, crops, farm equipment, or farm supplies, this Agreement will not secure any loan made under the Missouri Consumer Loan Act.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Obligor.

PROPERTY DESCRIPTION. The Property is described as follows:

- Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):
ALL EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED LOCATED AT 1935 S SIGNAL
BUTTE, MESA, AZ 85209
REFER TO EXHIBIT 'A' FOR SPECIFIC EQUIPMENT LISTING

USE OF PROPERTY. The Property will be used for personal business agricultural _____ purposes.

ORAL AGREEMENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Debtor) and us (Secured Party) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.
SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR
DICKINSON THEATRES, INC.
By: [Signature]
RONALD HORTON, PRESIDENT
By: _____

SECURED PARTY
HAWTHORN BANK
By: [Signature]
RICHARD C CAFFEY
VICE PRESIDENT

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce or to make possible the production of an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. Unless Debtor provides evidence of the insurance coverage required by this Agreement, Secured Party may purchase insurance at Debtor's expense to protect Secured Party's interests in the Property. This insurance may, but need not, protect Debtor's interests. The coverage Secured Party purchases may not pay any claim Debtor makes or any claim that is made against Debtor in connection with the Property. Debtor may later cancel any insurance purchased by Secured Party, but only after providing evidence that Debtor has obtained insurance as required by this Agreement. If Secured Party purchases insurance for the Property, Debtor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Secured Party may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Debts. The costs of the insurance may be more than the cost of insurance Debtor may be able to obtain on Debtor's own.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Obligor, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Obligor, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice in Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT. 'A'

MESA Mesa Cinemas LLC

Book Asset Detail

26-0261168

FYE: 12/31/2012 Mth: 3/31/2012

Asset	d t	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value
Group: Equipment						
1		1 Kiosk	11/21/07	6,995.00	3,031.17	3,963.83
3		6 Fiberglass Benchs	11/08/07	1,732.50	765.19	967.31
5		6 Litter Receptles	11/09/07	1,524.00	673.10	850.90
7		5 Norcon TTU-1A Box Office Intercom	10/26/07	2,960.00	1,302.92	1,647.08
10		Signage - Self-Contained RCL's	10/15/07	37,460.65	16,857.32	20,603.33
15		15" IMAX Logo	10/18/07	422.00	186.38	235.62
16		8" IMAX Logo	10/18/07	189.00	83.47	105.53
17		Back of House Plaques	10/18/07	4,131.00	1,824.63	2,306.47
18		Add' IMAX Logo, Exit Signs, & Gravot	10/18/07	1,437.00	634.67	802.33
20		Mural Images	10/05/07	1,208.00	542.70	663.30
21		52 oz Pop Clean 48 in Cab POP	10/19/07	8,268.00	3,651.70	4,616.30
22		Heated Line Kit	10/19/07	115.50	51.02	64.48
23		2 Main St Staging Cabinet Crisper	10/29/07	2,933.00	1,295.41	1,637.59
24		2 16" Base for 30" Main St Warmer	10/19/07	1,006.60	444.58	562.02
27		Norstar MICS Telephone System for 1	10/05/07	8,805.00	3,962.26	4,842.74
30		2 Cubers 1800# Stackable	10/05/07	9,423.00	4,240.35	5,182.65
31		2 Storage Bins 1500#	10/05/07	4,680.00	2,106.00	2,574.00
32		2 Ice Carts w/ 3Totes	10/05/07	921.50	414.88	506.62
33		2 Water Filter Systems w/ Shutoff	10/05/07	411.76	185.30	226.46
36		6 Topping Dispensers	10/05/07	4,179.00	1,880.55	2,298.45
37		3 Designer Nacho Warmers	10/05/07	1,971.80	887.36	1,084.44
38		6 Perf Jet Scoops	10/05/07	122.86	55.35	67.51
39		2 Hot Diggily Stainless	10/05/07	1,342.60	604.17	738.43
40		2 Hot Diggily Bun Warmers	10/05/07	1,174.60	528.57	646.03
41		2 Sneeze Guards	10/05/07	139.94	62.96	76.98
43		DP100 Digital Cinema Projector	10/05/07	51,900.00	23,355.00	28,545.00
44		Short-Arc Xenon Lamp 6.5KW	10/05/07	1,229.00	553.06	675.94
46		Kodak Feature Player JMN3000	10/05/07	17,200.00	7,740.00	9,460.00
48		14 Partner Tech Terrrnals - # 5504-t	10/05/07	23,873.60	21,486.15	2,387.35
49		14 PT Display Units - # CD-7220 Rear	10/05/07	2,646.70	2,382.03	264.67
50		15 Cash Drawers - #CDR-5E415-BR-I	10/05/07	2,821.50	2,539.35	282.15
51		14 Magnitiv Card Readers	10/05/07	1,662.50	1,496.25	166.25
52		2 Custom Made Kiosks	10/05/07	13,990.00	6,296.50	7,694.50
53		6 Ticket Printers # PITX2003	10/05/07	7,576.25	6,818.62	757.63
54		1 Dell Precision 390 Convertible	10/05/07	1,269.00	1,142.10	126.90
55		1 17" Fiat Monitor - AL1780b	10/05/07	158.00	140.40	17.60
56		5 Epson TMT 88 Receipt Printers	10/05/07	1,752.75	1,577.48	175.27
58		1 PC Charge Pymt Server - 100PROL	10/05/07	500.00	450.00	50.00
59		1 Mini-Marque	10/05/07	399.50	179.78	219.72
61		2 Displays - Cased, AVFS, TCMO4800	10/05/07	9,450.00	4,262.50	5,187.50

62	12 Cased,Alpha 220C 120 VAC	10/05/07	4,794.00	2,157.30	2,636.70
63	1 Kit Converter	10/05/07	78.00	35.10	42.90
65	1 Freezer 6.7 Cu' 5Yr Comp/Lock	10/05/07	1,731.22	779.04	952.18
66	1 Refri 5.7 CU', 5yr Comp/Lock	10/05/07	1,575.52	708.98	866.54
67	1 Stack Collar - 408/407	10/05/07	97.65	43.96	53.69
69	10 Fiberglass Benchs - 72" L * 20" W	10/05/07	2,887.50	1,299.38	1,588.12
70	16 Fiberglass Litter Recepticles	10/05/07	3,810.00	1,714.50	2,095.50
74	1 4 Gal Safe Smoker Urn	10/12/07	59.00	26.56	32.44
75	6 Wide 48G AG Trash Recepticles	10/12/07	3,630.00	1,633.50	1,996.50
78	2 Neumade AR3616 36" Al. Reels 5/1'	10/08/07	230.32	103.64	126.68
79	1 Neumade Split Reel 2,000'	10/08/07	114.83	61.68	63.17
80	2 Neumade SH6WS 6" Single Flange	10/08/07	89.02	40.06	48.96
82	16 3310 Serfes Tan/Clear Delux Tank	10/05/07	629.10	283.10	346.00
84	1 Dolby DSSI - Digital Show Storage 1	10/11/07	5,600.00	2,520.00	3,080.00
87	11 POD Terminals	10/08/07	5,049.00	4,544.10	504.90
88	1 Internet Ticketing Outside Vendor	10/08/07	1,595.00	1,595.00	0.00
90	4" Rubber Cove Base	10/22/07	540.00	238.50	301.50
93	64 Sq' Extra Panels w/20 Mounting Cll	10/05/07	267.80	120.52	147.28
95	2 Lid Dispensers	10/05/07	105.22	47.34	57.88
97	Schneider Optics 52-026246 67.5MM	10/05/07	2,438.70	1,097.42	1,341.28
99	12 Genter 910402012 Digital Receiver	10/05/07	1,064.40	478.98	585.42
100	2 Genter 910402010 TX-37 A Transm	10/05/07	733.32	329.98	403.34
101	100 Genter 910402102C Ear Cushion	10/05/07	11.00	4.98	6.04
104	2 AMSEC Safes LP6032 w/ Mech Dial	10/05/07	2,114.00	951.30	1,162.70
106	1918 BG - 730 Seats	10/05/07	270,028.00	121,512.80	148,515.40
108	ATM Installed	10/05/07	3,195.00	1,437.76	1,757.24
114	Canon MF 5770 Lser Fax,Copier,Print	10/05/07	299.95	135.00	164.95
116	280 Removable Payout Control Panel	10/05/07	250.00	112.50	137.50
118	4 Film Accumulators & 2 Dummy Rew	10/05/07	1,803.68	811.66	992.00
122	10 Custom Candy Drawer Carts	10/08/07	6,650.00	2,992.50	3,657.50
124	16 4wy Post & HD Gold vein/Brown TI	10/05/07	1,766.40	794.88	971.52
126	2 Ticket Recepticles	10/05/07	444.00	199.80	244.20
127	2 Grease Proof Mats	10/05/07	161.40	72.63	88.77
128	20 Recyclable Pallets 40 * 44"	10/05/07	441.00	198.46	242.54
129	2 72" H Poly Storage Cabinet	10/05/07	322.00	144.90	177.10
130	18 50 Gal Rollout Containers (2 non-g	10/05/07	2,142.00	963.90	1,178.10
131	1 CU Yd Tilt Truck	10/05/07	539.00	242.55	296.45
132	2 Gray Upper Wall Cabinets	10/05/07	130.00	58.50	71.50
133	4 2 shelf utility carts - Black	10/05/07	584.00	262.80	321.20
135	23 Bobrick Sanitary Napkin Disposals	10/05/07	535.67	241.06	294.61
137	1000 3-D Polarized Glasses	10/05/07	2,100.00	945.00	1,155.00
141	2 30" Wide Cabinet for Air Popcorn Cr	10/05/07	2,933.00	1,319.86	1,613.14
147	10 Speco LP-280 Platters	10/05/07	32,000.00	14,400.00	17,600.00
148	2 271 Make-Up/Breakdown Tables	10/05/07	1,300.00	585.00	715.00
150	6 Boxes of Cove Base	10/05/07	400.00	180.00	220.00
154	1 PT- Terminal (#5504-0100)	10/05/07	1,705.25	1,634.72	170.53
155	1 Partner Tech # CD-7220-Rear-PT5	10/05/07	189.05	170.14	18.91
156	1 Mag Card Reader	10/05/07	118.75	106.88	11.87
158	1" Custom Sound Panels w/clips & Fa	10/05/07	64,371.25	28,967.08	35,404.17
160	Add' 1" Sound Panels & Clips	10/05/07	9,441.85	4,248.86	5,192.99
161	2" Sound Panels & Clips	10/05/07	6,475.00	2,913.76	3,561.24
162	Pack. Pallets, Frt, Instal, and Tax	10/05/07	8,193.64	3,687.12	4,506.52

163	PowerConnect 2224, 24 Port FE Unm	10/05/07	79.00	71.10	7.90
164	Primary Spare Battery for Dell Inspiron	10/05/07	126.56	113.00	12.56
165	Vostro 200 Intel Core2 Duo CPU E4300	10/05/07	969.00	872.10	96.90
166	Netgear Security Appliance w/3 Back	10/05/07	276.00	248.40	27.60
171	2 Custom Perforated Steel Sconces	10/05/07	14,395.00	6,477.76	7,917.24
172	Various Electrical Supplies	10/05/07	8,139.40	3,662.28	4,476.12
174	2" Domestic Water Meter	10/05/07	399.00	179.55	219.45
175	4 LG 50" Plasma Screens w/Tilting Wi	10/05/07	9,370.00	4,216.50	5,153.50
177	Concession Menu System	10/05/07	69,674.00	31,353.30	38,320.70
179	3 Video over Cat-5 Signal Dist	10/05/07	891.00	400.95	490.05
180	POS Surround 84" TFT LCD Screen	10/05/07	3,774.50	1,698.52	2,075.98
183	9 LTIX - 2000 W-H Xenon Bulbs	10/05/07	2,988.00	1,344.60	1,643.40
184	3 LTIX-3000W-H Xenon Bulbs	10/05/07	1,350.00	607.50	742.50
186	30 Sanjamar 2410C18 EZ-Fit Cup Dis	10/05/07	1,400.40	630.18	770.22
187	1 PLD44-32 White Lid Dispenser	10/05/07	48.15	21.89	26.46
188	Ice Scope 64 & 6 OZ	10/05/07	72.40	32.58	39.82
190	36 JBL 8330A Surround Speakers	10/05/07	7,668.00	3,460.60	4,217.40
191	1 Koala KB-100-00 Baby changing sta	10/05/07	224.26	100.94	123.31
192	1 Koala KB3324MU System 36-Mulicc	10/05/07	517.50	232.88	284.62
194	2 SST001 SS Super Size PC Scoop	10/05/07	126.22	56.79	69.43
196	4 DTS-XD10 Digital Players	10/05/07	11,270.00	5,071.50	6,198.50
199	3 Kelmar sw1811.1102 SPST Switch	10/05/07	20.64	9.29	11.36
200	1 Kelmar Eagle LED Digital Timer	10/05/07	149.11	67.10	82.01
202	1 Kelmar RTV-8900A-5/16 Rewind Ta	10/05/07	1,998.00	899.10	1,098.90
203	1 Kelmar DCA-KS/35 35mm Digital C	10/05/07	300.00	135.00	165.00
205	4 JBL 8330A Surround Speakers	10/05/07	862.00	383.40	468.60
206	4 JBL 2516 Brackets	10/05/07	77.40	34.84	42.56
210	2 JBL 8330A Surround Speakers	10/05/07	426.00	191.70	234.30
211	2 JBL 2526 Brackets	10/05/07	38.70	17.42	21.28
213	2 JBL 2516 Brackets	10/05/07	38.70	17.42	21.28
216	6 DTS-XD10 Cinema Media Player	10/05/07	34,449.98	15,502.50	18,947.48
217	32 QSC ISA 280 Power Amps	10/05/07	10,647.36	4,791.33	5,856.03
218	16 QSC ISA 450 Power Amps	10/05/07	6,928.08	3,116.74	3,809.34
220	10 Kelmar Series VII CM-AB Auto w/2	10/05/07	17,736.25	7,980.88	9,754.37
222	2000' 4-Conductor # 16 Wiring	10/05/07	860.00	432.00	528.00
226	1 Hurley Silverio Screen 30' * 56'	10/05/07	5,870.98	2,641.95	3,229.01
227	11 Screens w/masking, motors, and rig	10/05/07	29,211.90	13,145.36	16,066.54
228	Speaker Platforms	10/05/07	4,322.49	1,945.12	2,377.37
229	MDI Screens Nothvlew	10/05/07	18,903.35	8,506.53	10,396.82
231	2 ISCO 76533 Flat Lens 37.5MM	10/05/07	1,840.40	828.18	1,012.22
236	Brute Masking Motor, etc	10/05/07	4,749.84	2,137.42	2,612.42
237	1 USL JSD-80-D 8 Channel Dig Soun	10/05/07	3,295.60	1,483.02	1,812.58
238	10 USL JSD-80-I 8 Channel Dig Sour	10/05/07	28,175.00	12,678.76	15,496.24
239	10 USL CM-8B Balanced Monitor w/B	10/05/07	4,766.20	2,140.29	2,615.91
240	1 USL CM-8A Bal Monitor w/Analog ci	10/05/07	870.00	391.50	478.50
242	3 JBL 4632 Three Way Screen Array	10/05/07	5,530.41	2,488.68	3,041.73
243	30 JBL 3622N Stage Speakers	10/05/07	29,409.80	13,234.48	16,175.44
244	67 JBL 8330A Surround Speakers	10/05/07	14,271.00	6,421.95	7,849.05
245	102 Mounting Brackets	10/05/07	1,795.20	807.84	987.36
246	4 JBL 4641 18" Subwoofer Speakers	10/05/07	1,846.56	875.97	1,070.59
247	1 JBL 4642A Subwoofer Speaker	10/05/07	1,142.12	513.94	628.18
248	10 Simplex Millennium IIM 35MM Proj	10/05/07	86,220.60	38,799.27	47,421.33

249	8 Strong Highlight II Console sys 200C	10/05/07	49,890.80	22,360.88	27,329.94
250	2 Strong Highlight II Console sys 3000i	10/05/07	12,756.54	5,740.42	7,016.12
251	10 Strong pre-wire proj to consoles	10/05/07	3,049.50	1,372.28	1,677.22
252	Strong FSG-35 35MM upper/lower fltr	10/05/07	1,669.20	761.14	918.06
253	11 Strong basic sound racks w/pwr str	10/05/07	11,770.00	5,296.50	6,473.50
254	2 ISCO 77233 32.5MM Ultra-Star + Le	10/05/07	1,840.40	828.18	1,012.22
255	4 ISCO 76433 35MM Ultra-Star + lens	10/05/07	3,680.80	1,656.36	2,024.44
256	2 ISCO 76533 37.5MM Ultra-Star + Le	10/05/07	1,840.40	828.18	1,012.22
257	2 ISCO 74889 82.5MM Ultra-Star + Sc	10/05/07	4,198.68	1,889.42	2,309.26
258	2 ISCO 74882 65MM Ultra-Star + scoj	10/05/07	4,198.68	1,889.42	2,309.26
259	4 ISCO 74883 70MM Ultra-Star + scoj	10/05/07	8,397.36	3,778.82	4,618.54
260	2 ISCO 74891 72.5MM Ultra-Star + sc	10/05/07	4,198.68	1,889.42	2,309.26
261	2 2468278 SP35 Splicer	10/05/07	1,056.00	475.20	680.80
262	Misc Supplies	10/05/07	739.93	332.96	406.97
267	Super Unwrapped Straw Disp	10/05/07	392.70	176.72	215.98
269	Computer for Security Camera	10/05/07	1,234.86	1,111.19	123.47
270	Security Camera	10/05/07	2,918.00	1,313.10	1,604.90
271	Shelving	10/05/07	1,326.15	598.79	729.36
272	RXL Rexal Inc.	10/05/07	1,334.48	600.62	733.96
273	2 Omni Terminal	10/05/07	668.00	255.60	312.40
277	Platter QTRU 63.5"	10/05/07	996.00	447.76	547.24
280	IMAX	10/05/07	1,100,000.00	496,000.00	605,000.00
281	1 Simplex 2133012 Sync Motor	11/19/07	512.76	222.21	290.54
283	6 Box Office no draft speaking tube-br	10/05/07	352.80	158.67	193.93
285	Various Equipment	10/05/07	2,896.85	1,303.12	1,592.73
294	Duel Qtru 3-1 Level Conversion	11/29/07	36,000.00	15,600.00	20,400.00
296	Monumeln Sign	3/01/08	42,753.60	17,457.72	25,295.88
299	Norcon NCTTU-1D BoxOffice System	8/17/09	687.00	368.85	300.15
302	2 IMAX Digital Projectors	7/15/09	400,000.00	110,000.00	290,000.00
310	Server GDC SA-2100A	3/31/10	10,200.00	4,080.00	6,120.00
313	2 Hurley Silverglow Screens	11/09/10	13,003.86	1,842.22	11,161.63
315	Lens 1.2 - 1.8 NC1600C NC2000C NC	5/31/11	4,771.60	397.63	4,373.87
317	Dell Processor 390 Convertible	10/18/11	913.86	38.08	875.77
	Equipment		2,878,347.84	1,240,243.74	1,638,104.10

NOTARY ACKNOWLEDGEMENT TO
COMMERCIAL LOAN AGREEMENT DATED 06/06/12

STATE OF KS

COUNTY OF Johnson

ON THIS 5TH DAY OF JUNE, 2012, BEFORE ME APPEARED,
RONALD J HORTON, (AFFIANT) TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY,
SWORN DID SAY THAT HE IS THE PRESIDENT OF DICKINSON THEATRES, INC., AND THAT
SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION, AND SAID AFFIANT
ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE
CORPORATION.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL
AT MY OFFICE IN Ouevlna Park, KS, THE DAY AND YEAR
LISTED ABOVE WRITTEN.

MY COMMISSION EXPIRES:

Brian A. [Signature]
, NOTARY PUBLIC