

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

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

**AMENDED SUPPLEMENTAL ORDER PURSUANT TO 11 U.S.C. § 105(A) AND 363(B)
AUTHORIZING DEBTOR TO PAY CLAIMS OF UNIVERSAL FILM EXCHANGES
LLC, PARAMOUNT PICTURES, CORP. AND LIONS GATE FILMS, INC.**

(Docket No. 9)

Upon the Motion dated September 22, 2012 (the "Motion") (Docket No. 9) of Dickinson Theaters, Inc. (the "Debtor"), for an Order pursuant to §§ 105(a) and 363(b) of Title 11 of the United States Code, 101 *et seq.*, as amended (the "Bankruptcy Code"), authorizing the Debtor to pay pre-petition claims (the "Critical Vendor Film Distributor Claims") of certain critical trade vendors and specifically by this Order, Universal Film Exchanges LLC, Paramount Pictures, Corp. and Lions Gate Films, Inc. (the "Critical Film Distributor Vendors"), all as more fully set out in the Motion; and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion has been provided to the United States District Trustee

for the District of Kansas, the Debtor's secured creditors and the Debtor's twenty largest unsecured creditors, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interest of the Debtor and parties-in-interest; and upon the proceedings had before the Court; and after due deliberation and sufficient cause therefore it is hereby:

ORDERED that the Motion is granted and Debtor is authorized, under Section 105(a) of the Bankruptcy Code, to pay the Critical Film Distributor Vendors' Claims and as more fully set forth below and in this Order,

Name	Amount
Universal Film Exchanges LLC	\$ 46,539.00 ¹
Paramount Pictures, Corp.	\$ 10,490.39
Lions Gate Films, Inc.	<u>\$182,760.56²</u>
TOTAL	\$240,057.35

ORDERED that the payments received by Universal Film Exchanges LLC on September 18, 2012, in the amount of \$26,023.00 and on September 25, 2012, in the amount of \$16,545.00 are necessary and critical to the Debtor's operation of its Business and are hereby ratified upon the entry of this Order; it is further

ORDERED that the payment received by Lions Gate Films, Inc., in the amount of \$40,559.41 post-petition is necessary and critical to the Debtor's operation of its Business and is hereby ratified upon the entry of this Order; it is further

¹ This amount account for both the pre-petition and post-petition payments that were ratified upon the entry of this Order.

² As set forth in more detail of this Order, the \$182,760.56 comprises: (a) \$40,559.41 received by Lions Gate Films, Inc., post-petition, (b) \$38,889.69 of pre-petition indebtedness owed to Lions Gate Films, Inc., and (c) \$103,331.46 of pre-petition indebtedness owed to Lions Gate Films, Inc., that will become due in accordance with the terms between the parties.

ORDERED that a payment in the amount of \$38,889.69 to Lions Gate Films, Inc., for pre-petition debt is necessary and critical to the Debtor's operation of its Business and therefore Debtor is authorized, under Section 105(a) of the Bankruptcy Code, to pay the sum of \$38,889.69 to Lions Gate Films, Inc.; it is further

ORDERED that Debtor is authorized, under Section 105(a) of the Bankruptcy Code, to pay the remaining pre-petition balance due Lions Gate Films, Inc., in the amount of \$103,331.46 on the first date such amount becomes due in accordance with the terms between the parties; it is further

ORDERED that the Critical Film Distributor Vendors may utilize and apply any deposit of money held to any pre-petition debt in accordance with that Critical Film Distributor Vendors' current business practices; it is further

ORDERED that nothing contained in this order shall be deemed to constitute the assumption of any executory contract; it is further

ORDERED that as a condition to being a Critical Film Distributor Vendor, such Critical Film Distributor Vendor intends to negotiate, on a picture-by-picture basis the continued supply of films to the Debtor it being understood that the placement of such films is subject to the mutual agreement of the parties as to specific terms of such license, which may require an advance payment by Debtor to Critical Vendor Film Distributor and which will be subject to other distribution considerations such as clearances, and number of runs; it is further

ORDERED that the Critical Film Distributor Vendors shall have no obligation to negotiate for the continued supply of films or to supply such films to the Debtor in the event that: (a) mutually acceptable terms cannot be agreed upon on a picture-by-picture basis in the ordinary course of business; (b) the Master Agreement or any other agreement setting forth the terms

upon which the Critical Vendor Film Distributors and the Debtor do business expires; (c) there is not an effective date of a plan of reorganization in the Debtor's Chapter 11 case; (d) there is a dismissal, or conversion to Chapter 7, of the Debtor's Chapter 11 case; (e) there is a liquidation of the Debtor or a sale of substantially all of the assets of the Debtor; or (f) the Debtor fails to pay any amounts which become due and owing to Critical Film Distributor Vendors on a timely basis; it is further

ORDERED that the Debtor's undisputed obligations to any Critical Vendor Film Distributor that arise from the post-petition delivery of materials, goods, and services that were ordered by the Debtor in the pre-petition period shall have administrative expense priority status pursuant to Section 503(b) of the Bankruptcy Code and paid by the Debtor in the ordinary course of business; it is further

ORDERED that effective upon entry of this Order, the Debtor, on behalf of itself and its successors, and assigns, irrevocably and fully releases, waives and discharges each of the Critical Vendor Film Distributors, from and against any and all claims or causes of action (a) under Bankruptcy Code Sections 542, 544, 547, 548 and 550, (b) under any state avoidable transfer laws, and (c) under Section 549 of the Bankruptcy Code. This release, waiver and discharge shall be binding on any official committee appointed in the Debtor's case, any subsequently appointed Chapter 7 or Chapter 11 trustee, any other party acting on behalf of the Debtor's estate, and any trustee or other party appointed pursuant to an order confirming any Chapter 11 plan of reorganization for the Debtor; it is further

ORDERED that the terms and conditions of this Order shall be binding upon the Debtor and any successor thereto, including any Chapter 7 or Chapter 11 trustee appointed or elected in

this case or any trustee or similar party appointed under a Chapter 11 plan and all official committees appointed in this case; it is further

ORDERED that cause exists to waive the mandatory 21-day notice required by Fed. R. Bankr. P. 6003 in order to avoid immediate and irreparable harm to the Debtor's estate; it is further

ORDERED that cause exists to waive the mandatory 14-day stay required by Fed. R. Bankr. P. 6004(h); and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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Order prepared by:

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s/ Sharon L. Stolte

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