

U.S. Bankruptcy Court

District of Kansas

Notice of Electronic Claims Filing

The following transaction was received from Griffin, W. on 10/26/2012 at 2:04 PM CDT

File another claim

Case Name: Dickinson Theatres, Inc.
Case Number: 12-22602
NR 14 LLC
co W Rick Griffin
Creditor Name: Martin Pringle Oliver et al
100 N Broadway Ste 500
Wichita KS 67202
Claim Number: 29 Claims Register
Amount Claimed: \$422846.04
Amount Secured: \$422846.04
Amount Priority:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:Dickinson- DamagesPOC.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651875-0] [5a660f7027d4f2c9dc355731b102260301e04aacc8737e5d94eff9edf4887cba23bf09b1e5e7efc71069a648184f70ac74c214ff0a3266af54aa525811cdbfe5]]

Document description:Exhibit Lease

Original filename:Dickinson- Lease.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651875-1] [89aca182f86978f7d1fa314dc37f3feddd804f9fda098bbcf42b12eeda69376d492d7b150f981f6a82241ceb61f0864f0ce62094calced7a5d3da5061ee90db9]]

Document description:Exhibit UCC Filing

Original filename:Dickinson- UCC.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651875-2] [d9e069f0c04479ab44865a43bf29c268b83ce36fa73c3f9c308f93c5975f70789cbabfa596e295fce92ebeda3f778ffce2139add5a8cbe6ce9dee02c5ad18c07]]

Document description:Exhibit Statement

Original filename:Dickinson- Statement.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651875-3] [d08da9630883f9a951243effa095a059eeb6a4d50f8dbb44d431a4ada8329521cd5e7850c7552a5cdc9c3c867db313c21f0db8efc89e7ba58882665096f0857e]]

12-22602 Notice will be electronically mailed to:

Douglas Bacon on behalf of Creditor Spirit Master Funding LLC
douglas.bacon@lw.com

Benjamin Blaustein on behalf of Creditor Committee Unsecured Creditors Committee
bblaustein@kelleydrye.com

Scott M. Brinkman on behalf of Creditor Spirit Master Funding LLC
sbrinkman@bscr-law.com

Susan P DeCoursey on behalf of Creditor Marks Nelson Vohland Campbell Radetic, LLC
sdecoursey@cmplaw.net, gpappas@cmplaw.net;jdavis@cmplaw.net

Joseph A DiPietro on behalf of U.S. Trustee U.S. Trustee
joseph.a.dipietro@usdoj.gov

Brian T. Fenimore on behalf of Creditor John W. Hartley, Jr.
bfenimore@lathropgage.com, stimper@lathropgage.com;mdscott@lathropgage.com

Michael D. Fielding on behalf of Creditor Hawthorn Bank
michael.fielding@huschblackwell.com,
karen.shackelford@huschblackwell.com;Tricie.Loudon@huschblackwell.com;susan.williams@huschblackwell.com

W. Rick Griffin on behalf of Creditor NR 14 LLC
wrgiffin@martinpringle.com, mmcortez@martinpringle.com;angoupil@martinpringle.com

Cynthia F Grimes on behalf of Creditor Committee Unsecured Creditors Committee
grimreb@gmail.com, cafrogley@aol.com

Scott B Haines on behalf of Creditor Arrowhead Mall 2005, LLC
sbhaines@martinpringle-kc.com

Paul M. Hoffmann on behalf of Debtor Dickinson Theatres, Inc.
phoffmann@stinson.com

Brian M Holland on behalf of Creditor Little Rock Development Company, LLC
bholland@lathropgage.com, stimper@lathropgage.com;mdscott@lathropgage.com

Susan L Lissant on behalf of Creditor Missouri Department of Revenue
ks@dor.mo.gov

Robert D. Maher on behalf of Creditor Hartley's Executive Cleaners, Inc.
rmaher@mcdowellrice.com, jcummings@mcdowellrice.com

Thomas M. Mullinix on behalf of Creditor Jack Waters
TMM@evans-mullinix.com, jeff@evans-mullinix.com;denise@evans-mullinix.com

Jennifer D Raviele on behalf of Creditor Committee Unsecured Creditors Committee
jraviele@kelleydrye.com

Wesley F. Smith on behalf of Creditor Peoples Bank
wsmith@stevensbrand.com,
jackerman@stevensbrand.com;sdatumtate@stevensbrand.com;mcarroll@stevensbrand.com

Sharon L. Stolte on behalf of Debtor Dickinson Theatres, Inc.
sstolte@stinson.com

Bruce E. Strauss on behalf of Creditor First Community Bank
bruces@merrickbakerstrauss.com, bestrauss@mbslaw.psemail.com

Timothy M Swanson on behalf of Debtor Dickinson Theatres, Inc.
tswanson@stinson.com

Ronald M Tucker on behalf of Creditor Simon Property Group, Inc.

rtucker@simon.com, cmartin@simon.com;psummers@simon.com;Bankruptcy@simon.com

U.S. Trustee
ustpreion20.wi.ecf@usdoj.gov

Lisa R. Wetzler on behalf of Creditor Board of County Commissioners of Johnson County Kansas
Lisa.Wetzler@jocogov.org

Eric R Wilson on behalf of Creditor Committee Unsecured Creditors Committee
ewilson@kelleydrye.com

12-22602 Notice will not be electronically mailed to:

Oklahoma County Treasurer
320 Robert S Kerr Rm 307
Oklahoma City, OK 73102

Paramount Pictures Corporation
Paul D Springer
5555 Melrose Ave
Bluhdorn 301
Hollywood, CA 90038-3197

UNITED STATES BANKRUPTCY COURT District of Kansas		PROOF OF CLAIM
Name of Debtor: Dickinson Theaters, Inc.		Case Number: 12-22602
<p><i>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i></p>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): NR 14, L.L.C.		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where notices should be sent: NR 14, L.L.C. co W. Rick Griffin Martin, Pringle, Oliver, Wallace & Bauer, L.L.P. 100 N Broadway Ste. 500 Wichita, KS 67202 Telephone number: 316-265-9311 email: wrgriffin@martinpringle.com		
Name and address where payment should be sent (if different from above): Telephone number: email:		
1. Amount of Claim as of Date Case Filed: \$ 422,848.04 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: Lease Rejection Damages. (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Equipment Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: Landlord's lien/ UCC-1 filing Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </div> <div style="width: 30%;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). </div> <div style="width: 30%;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </div> </div> <div style="display: flex; justify-content: flex-end; margin-top: -20px;"> Amount entitled to priority: \$ _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). </div> <div style="width: 30%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </div> <div style="width: 30%;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </div> </div> <p><small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small></p>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: W. Rick Griffin

Title: Attorney for Creditor

Company: Martin, Pringle, Oliver, Wallace & Bauer, L.L.P.

Address and telephone number (if different from notice address above):

s/ W. Rick Griffin

(Signature)

OCT 26 2012

(Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

U.S. Bankruptcy Court

District of Kansas

Notice of Electronic Claims Filing

The following transaction was received from Griffin, W. on 10/26/2012 at 2:02 PM CDT

File another claim

Case Name: Dickinson Theatres, Inc.
Case Number: 12-22602
NR 14 LLC
co W Rick Griffin
Creditor Name: Martin Pringle Oliver et al
100 N Broadway Ste 500
Wichita KS 67202
Claim Number: 28 Claims Register
Amount Claimed: \$60347.20
Amount Secured: \$60347.20
Amount Priority:

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**Dickinson- RentPOC.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651862-0] [1927cb2de609414291a25205e9330b8494e2a7b5e1ac8e6c5212eab3f4341e79132344f83fe53e6e00771dff5bb0c8f2d5a689149b4d58f1395b4fe8ad149be8]]

Document description:Exhibit Lease**Original filename:**Dickinson- Lease.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651862-1] [1fc700e93850c9793dd0cfeed0cf11d3ae0eee64cd29ac23fa286b236a00ce39e3a03b1f37aaf515200649266e4d543f928b8a514b5401b7aeb8f23d2c4791d]]

Document description:Exhibit UCC Filing**Original filename:**Dickinson- UCC.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651862-2] [4835b749d3991e7eb7fdc71b2ea70c1d5051f62e9f17f727aa6258160608d49feffa9b446f00bb7b89ca42970bb836ce5d7b16b3d7173ae5ea747b0cb1a0da9]]

Document description:Exhibit Spreadsheet**Original filename:**Dickinson- Statement.pdf**Electronic document Stamp:**

[STAMP bkecfStamp_ID=1032355009 [Date=10/26/2012] [FileNumber=17651862-3] [befaaec5f250e968d7054fa61eb1522b069bd9472adf45ab60d834977d3d22782dab0b247107745d6dfa7abfe9e84a8c7ac2dd5a738ca55b0b07bfb700f3a657]]

12-22602 Notice will be electronically mailed to:

Douglas Bacon on behalf of Creditor Spirit Master Funding LLC
douglas.bacon@lw.com

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Susan P DeCoursey on behalf of Creditor Marks Nelson Vohland Campbell Radetic, LLC
sdecoursey@cmplaw.net, gpappas@cmplaw.net, jdavis@cmplaw.net

Joseph A DiPietro on behalf of U.S. Trustee U.S. Trustee
joseph.a.dipietro@usdoj.gov

Brian T. Fenimore on behalf of Creditor John W. Hartley, Jr.
bfenimore@lathropgage.com, stimper@lathropgage.com; mdscott@lathropgage.com

Michael D. Fielding on behalf of Creditor Hawthorn Bank
michael.fielding@huschblackwell.com,
karen.shackelford@huschblackwell.com; Tricie.Loudon@huschblackwell.com; susan.williams@huschblackwell.com

W. Rick Griffin on behalf of Creditor NR 14 LLC
wrgriffin@martinpringle.com, mmcortez@martinpringle.com; angoupil@martinpringle.com

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grimreb@gmail.com, cafrogley@aol.com

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phoffmann@stinson.com

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Susan L Lissant on behalf of Creditor Missouri Department of Revenue
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Thomas M. Mullinix on behalf of Creditor Jack Waters
TMM@evans-mullinix.com, jeff@evans-mullinix.com; denise@evans-mullinix.com

Jennifer D Raviele on behalf of Creditor Committee Unsecured Creditors Committee
jraiviele@kelleydrye.com

Wesley F. Smith on behalf of Creditor Peoples Bank
wsmith@stevensbrand.com,
jackerman@stevensbrand.com; sdatumtate@stevensbrand.com; mcarroll@stevensbrand.com

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sstolte@stinson.com

Bruce E. Strauss on behalf of Creditor First Community Bank
bruces@merrickbakerstrauss.com, bestrauss@mbslaw.psemail.com

Timothy M Swanson on behalf of Debtor Dickinson Theatres, Inc.
tswanson@stinson.com

Ronald M Tucker on behalf of Creditor Simon Property Group, Inc.

rtucker@simon.com, cmartin@simon.com;psummers@simon.com;Bankruptcy@simon.com

U.S. Trustee
ustpreion20.wi.ecf@usdoj.gov

Lisa R. Wetzler on behalf of Creditor Board of County Commissioners of Johnson County Kansas
Lisa.Wetzler@jocogov.org

Eric R. Wilson on behalf of Creditor Committee Unsecured Creditors Committee
ewilson@kelleydrye.com

12-22602 Notice will not be electronically mailed to:

Oklahoma County Treasurer
320 Robert S Kerr Rm 307
Oklahoma City, OK 73102

Paramount Pictures Corporation
Paul D Springer
5555 Melrose Ave
Bluhdorn 301
Hollywood, CA 90038-3197

UNITED STATES BANKRUPTCY COURT District of Kansas		PROOF OF CLAIM						
Name of Debtor: Dickinson Theaters, Inc.	Case Number: 12-22602							
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.								
Name of Creditor (the person or other entity to whom the debtor owes money or property): NR 14, L.L.C.								
Name and address where notices should be sent: NR 14, L.L.C. c/o W. Rick Griffin Martin, Pringle, Oliver, Wallace & Bauer, L.L.P. 100 N Broadway Ste. 500 Wichita, KS 67202 Telephone number: 316-265-9311 email: wrgriffin@martinpringle.com		<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____						
Name and address where payment should be sent (if different from above): Telephone number: email:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.						
1. Amount of Claim as of Date Case Filed: \$ <u>60,347.20</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
2. Basis for Claim: <u>Pre-petition rent, fees, and interest charges pursuant to lease.</u> (See instruction #2)								
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)						
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Equipment Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)								
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: <div style="text-align: right;">\$ <u>60,347.20</u></div> Basis for perfection: <u>Landlord's lien/ UCC-1 filing</u> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____								
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.								
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </td> </tr> </table> <div style="text-align: right;">Amount entitled to priority: \$ _____</div>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
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If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: W. Rick Griffin

Title: Attorney for Creditor

Company: Martin, Pringle, Oliver, Wallace & Bauer, L.L.P.

Address and telephone number (if different from notice address above):

s/ W. Rick Griffin

(Signature)

OCT 26 2012

(Date)

Telephone number:

email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves, FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Lease Agreement

NR14, LLC

and

Dickinson Theaters, Inc.

Articles

1 Leased Premises 2 Term 3 Rent 4 Landlord's and Tenant's Work 5 Use of Leased Premises
6 Common Areas 7 Operation of Business 8 Business Hours 9 Utilities 10 Utility Deregulation
11 Maintenance 12 Pest Control 13 Odors, Air Ventilation, & Exhaust System 14 Examination of Premises 15
Acceptance of Premises 16 Indemnification of Landlord and Liability Insurance 17 Landlord's Right to
Perform Tenant's Covenants 18 Condemnation 19 Quiet Enjoyment 20 Damage and Destruction
21 Exterior and Window Lighting 22 Subordination to Mortgage 23 Surrender of Leased Premises
24 Default by Tenant 25 Landlord's Lien 26 Tenant's Property 27 Holding Over 28 Access for Re-letting 29
Default of Landlord - Cure Period 30 Force Majeure 31 Release and Waiver of Subrogation
32 Estoppel Certificates 33 Limitation of Landlord's Liability 34 Insurance and Taxes 35 Alterations or
Improvements by Tenant 36 Access to Demised Premises 37 Exceptions to Demise 38 Operations of Tenant's
Heating and Air Conditioning System 39 Attornment 40 Partial Invalidity 41 Waiver of Jury Trial 42 Lease
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Security Policy 47 No Accord and Satisfaction 48 Bankruptcy 49 Corporate Ownership 50 Association Dues
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54 Survival of Tenant's Obligations 55 Broker's Commission 56 Attorney's Fees and Costs 57 Notices 58
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64 Environmental Assurances 65 Americans with Disabilities Act (ADA) 66 Broker Disclosure 67 Health
Code Standards (Restaurants only) 68 Renewal 69 Special Provisions 70 Contingency; Exhibit "A" Site
Plan; Exhibit "A-1" Legal Description; Exhibit "B" Construction of Premises; Exhibit "B-1" Contractor
Standards; Exhibit "C" Rules and Regulations; Exhibit "D" Sign Design Criteria;

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NR14 LEASE AGREEMENT

This Lease Agreement is entered into this 11 day of January 2012. In consideration of the mutual covenants and agreements as set forth below, Landlord and Tenant agree as follows:

Landlord: NR14, L.L.C.

Landlord's Agent: Occidental Management, Inc.
8111 E. 32nd St. N, Suite 101
Wichita, KS 67226

Tenant: Dickinson Theaters, Inc.

Leased Premises: 2151 N. Penstemon St. Wichita, KS 67226

Area of Leased Premises: 47,683 rentable square feet

Lease Term: Two (2) years

Possession Date: Tenant is currently in Possession of the property

Rent Commencement Date: At closing and transfer of ownership to NR14, LLC

Fixed Minimum Rent:

Lease Term	Base Rate Per Sq. Ft.	Monthly Rent	Yearly Rent
Year 1	\$6.00	\$23,841.50	\$286,098.00
Year 2	\$6.00	\$23,841.50	\$286,098.00
Total Lease Term Rent			\$572,196.00

WITNESSETH:

1. Leased Premises

Landlord leases to Tenant and Tenant rents from Landlord the premises as described above.
See Exhibit A.

2. Term

(a) As described above.

(b) The Lease term shall begin on the first day of the calendar month following the rent commencement date.

(d) If Tenants dispute their square footage of Tenant's leased space within ten (10) days of delivered space, the rentable square footage of the leased premises shall be measured by Landlord's architect. Landlord's architect will verify the rentable square footage by measurement of centerline to centerline of demising walls that are in common with other tenants or from the outside dimensions of the exterior walls, when applicable. Tenant's rentable square footage will be modified to Landlord's architect's measurements.

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The base rent, NNN, and all other charges will be properly adjusted to conform to the actual square footage per verification. The determination of Landlord's architect shall be conclusive and binding on Landlord and Tenant. If adjustments are necessary, an amendment to the lease will be prepared by Landlord to Tenant, which Tenant agrees to execute within ten (10) days after presentation by Landlord. If Tenant does not execute the amendment within said ten (10) days, it shall be deemed approved by Tenant.

(e) Upon demand by either party, the other party shall join in the execution of a certificate, in recordable form, evidencing the rent commencement date and the expiration date of the term of this Lease. In the event of Landlord's inability to deliver possession of the Leased Premises at the possession date specified above, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable by Tenant, but in such event, no rental shall be payable by Tenant until the date the term commences. Under no circumstances shall Landlord be liable to Tenant for damage related to any delay in commencing or completing the construction of the Leased Premises by Landlord or any other person.

3. Rent

(a) Tenant agrees to pay Landlord fixed minimum rent during the term of the Lease, without any deductions whatsoever, the sum of (\$572,196.00), in monthly installments as set forth above, in advance, on the first day of each and every calendar month during the term of this Lease. All payments shall be made to Landlord's agent at the above address or at such other place as Landlord may from time to time designate in writing.

(b) The term "lease year" as used in this Lease shall mean a period of twelve (12) months commencing the first day of the month following the rent commencement date. Each succeeding twelve (12) months during the term of this Lease shall be a lease year.

(c) The first fixed minimum rent payment shall be due and owing on the rent commencement date of this Lease. In the event the commencement date falls on a day other than the first day of a calendar month, the rental shall be prorated accordingly for such partial month at the beginning of this Lease.

(d) Tenant acknowledges that late payment by Tenant to Landlord for rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment of rent in full from Tenant is not received by Landlord within five (5) days after such amount is due, Tenant shall pay to Landlord, along with the monthly rent, a late charge equal to eight percent (8%) of the monthly rent payment or five hundred dollars (\$500.00), whichever is greater. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that Tenant has insufficient funds Landlord has the right to charge an additional fee of \$35.00. If Tenant has insufficient funds more than two times in a twelve month period, Landlord may require rent payment to be made in certified funds.

4. Landlord's and Tenant's Work - Refer to "Exhibit B" Construction of Premises

(a) Landlord agrees that it will, at its own cost and expense, perform the work and make the installations in the Leased Premises which are designated as Landlord's Work in Exhibit "B" attached hereto and incorporated by reference.

(b) This lease shall be contingent upon the issuance of all permits required for the Landlord's work.

(c) The date in which the Landlord's work is to be completed shall be subject to extension for unavoidable delays encountered by the Landlord.

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5. Use of Leased Premises

(a) The Leased Premises shall be used by Tenant for a 14 screen movie theater. Tenant agrees that it will not use, or permit or suffer the use of Leased Premises, or any part thereof for any other business or purpose.

(b) Tenant further agrees that in the use and occupation of the Leased Premises and in the prosecution or conduct of its business therein, Tenant will comply with all requirements of all laws, ordinances, orders and regulations of the federal, state, county and municipal authorities now in force, or which hereinafter may be in force, and with any direction or certificate of occupancy issued pursuant to any law by any public officer or officers. Tenant further covenants and agrees that it will comply with and abide by all protective covenants, restrictions, and other recorded documents pertaining to the shopping center and the Leased Premises and that Tenant's use of the Leased Premises is limited by all such protective covenants, restrictions, and other recorded documents. Tenant covenants and agrees that it will not use or permit to be used any part of the Leased Premises for any dangerous, noxious or offensive trade or business and will not cause or maintain any nuisance in, at or on the Leased Premises, and the land upon which it is situated.

(c) Tenant shall use and occupy the Leased Premises in a careful, safe and proper manner and shall keep the Leased Premises in a clean and safe condition in accordance with this Lease and local ordinances and the lawful directions of proper public officers. Tenant shall use and maintain the Leased Premises consistent with reasonable standards of good movie theater operations and Tenant shall not permit solicitations, demonstrations, itinerant vending or any other activities inconsistent with such standards. Tenant shall not use or permit the Leased Premises to be used for any disreputable or immoral purpose or in any way that will injure the reputation of the movie theater. Tenant agrees that it will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or cause cancellation or an increase in premiums of insurance of Landlord or any other tenant of the shopping center; and if anything done, omitted to be done or suffered to be done by Tenant, or kept, or suffered by Tenant to be kept, in, upon or about the Leased Premises shall cause the rate of fire or other insurance on any portion of the movie theater or any part thereof to be increased beyond the minimum rate which would be applicable for the less hazardous use of the Leased Premises permitted by law, Tenant shall pay the amount of such increase to Landlord promptly upon Landlord's demand.

(d) Tenant shall not obstruct the common areas and shall refrain from committing any act or thing upon the Leased Premises or the common areas which disturbs the quiet enjoyment of any other tenant of the movie theater or inhibits or detracts from Landlord's ability to lease other parts of the Premises.

(e) Tenant shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the Leased Premises. Tenant shall be responsible for removing its own garbage, trash and debris. Garbage and trash receptacles may be placed only in areas designated by Landlord and Landlord shall have the right to designate and control the type and size of such garbage and trash receptacles that may be used by Tenant.

(f) Tenant shall be required, at Tenant's sole expense, to install an exterior sign on the Leased Premises which conforms to the sign criteria attached hereto as Exhibit "D", and which sign shall be placed only in such locations as are previously approved in writing by Landlord. Notwithstanding the specifications in Exhibit "D", all signs to be installed by Tenant are subject to the prior written approval of Landlord, and plans and specifications for each sign must be submitted to Landlord in duplicate for each approval. The plans and specification for Tenant's sign must be submitted within thirty (30) days after execution of this Lease by Tenant. It is understood and agreed that the approved sign must be installed and operational prior to

Tenant opening to the public for business. If Tenant elects to place a sign on the pylon signage, Tenant shall be responsible for paying Tenant's pro-rate share of the cost to construct and install the pylon sign, as well as the cost of the artwork, installation and removal of Tenant's sign. Tenant's cost for placement of sign on said pylon will be N/A (\$ N/A) Tenant shall not place, erect or maintain, or suffer to be placed, erected or maintained on the doors or on any exterior surface of the Leased Premises, or in any vestibule, or anywhere in the shopping center outside of the Leased Premises, nor in any area inside the Leased Premises which can be seen from the outside of the Leased Premises, any sign, lettering, decoration or advertising without the prior written consent of Landlord. Replacement or repair of damaged sign band is tenant's responsibility. If Tenant changes their sign during the lease term, tenant at its sole expense shall remove sign, repair and paint fascia the appropriate color of existing fascia, before new sign can be installed. Upon vacating the premises tenant at its sole expense shall remove sign, repair and paint fascia the appropriate color of existing fascia. Upon vacating the premises tenant at its sole expense shall remove sign, repair and paint fascia the appropriate color of existing fascia.

(g) Tenant shall permit no waste, damage or injury to the Leased Premises and Tenant shall initiate and carry out a program of regular maintenance of the Leased Premises including the painting or refinishing of all areas of the interior and storefront so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition.

(h) Tenant shall at all times during the term of this Lease observe and comply with the Rules and Regulations as set forth in Exhibit "C" attached hereto and such other reasonable rules, regulations and covenants which may be adopted and amended from time to time by Landlord for the safety, care and cleanliness of the Leased Premises.

(i) Tenant shall refrain from distributing any handbills or other advertising matter on or about any part of the shopping center, including the Leased Premises; and shall not use any sidewalks, walkways or areaways of the shopping center for the sale of merchandise or any business, occupation or undertaking. Notwithstanding the above, the Landlord may approve at its sole discretion, from time to time, sidewalk sales or events organized with any applicable merchant's association.

6. Common Area

(a) The term "common areas" shall be deemed to mean such areas, improvements, space, equipment and special services in or at the movie theater as determined by Landlord from time to time to be devoted to the general usage of all the Tenants of the movie theater and their employees, customers and other invitees, including without limitation all parking areas, roof, exterior of outside walls of the building(s), access road, driveways, entrances and exits, retaining walls, landscaped areas, roads and pathways, storm water system, accommodation areas such as sidewalks, grass plots, ornamental planting, entry monuments and signs, directional signals and the like.

b) The use by Tenant of the Leased Premises shall include the use, in common with the others entitled thereto, of the common areas as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by Landlord.

(c) In addition to the fixed minimum rent set fourth in Article 3(a), Tenant agrees to pay at the times and in the manner hereinafter provided, all of the net costs (as hereinafter defined) paid or incurred by Landlord or its designated agent in the operation, maintenance, management, repair and reconstruction of the common areas, including, but not limited to, lighting, security (if any), parking lot control, policing, repairing, maintenance and necessary reconstruction of the common areas, and for public liability and property

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damage insurance for the common areas. Tenant's pro-rata share of such net costs shall be that percentage factor computed by dividing the total square feet of the Leased Premises by the total square feet of completed and leasable space in the shopping center during the applicable period.

(d) For the purpose of this Article 6 the term "net costs" is hereby defined to mean Landlord's total direct costs incurred in operating, managing, equipping, lighting, repairing, replacing, insuring and maintaining the common areas excluding (if otherwise included therein) any capital costs, interests and real property taxes or assessments.

(e) Tenant's net costs shall be paid for directly by Tenant and determined on an annual basis for each twelve (12) month period ending on December 31st, prorating fractional years. Tenant's annual net costs shall be estimated by Landlord as of the beginning of the term hereof, and at the beginning of each calendar year thereafter and a monthly rate determined, and Tenant shall pay to Landlord such estimated charge in advance on the first day of each month throughout the term of this Lease; provided however that within sixty (60) days after the end of each calendar year Landlord shall determine that total net costs for such calendar year (and Tenant's share thereof), and furnish a copy of such computations in writing to Tenant. However, Landlord's failure to provide such net cost statement within sixty (60) days after the end of the calendar year shall in no way excuse Tenant from its obligation to pay its CAM costs or constitute a waiver of Landlord's right to bill and collect such net costs from Tenant in accordance with this clause. If the payments made by Tenant in such calendar year exceed Tenant's net costs, Landlord or its designated agent shall, concurrently with delivery of the cost computations, rebate such excess to Tenant; if Tenant's net costs exceed the payments made in such calendar year by Tenant, Tenant shall pay the difference to Landlord. Such payment to Landlord shall be made on or before March 10th of any year such payment is due. Delinquent payments shall bear interest at the rate of twelve percent (12%) per annum from due dates thereof, and any interest so paid shall be considered to be additional rent.

(f) Landlord shall have the right to close any or all portions of the common areas to such extent as may, in the sole opinion of Landlord, be sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public herein and to close temporarily, if necessary, any part of the common areas in order to discourage non-customer parking. Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all common areas.

7. Operation of Business

During the entire term of this Lease, Tenant shall keep the Leased Premises open for business continuously during all regular and customary hours for such type of business and on all customary business days, and will conduct such business in a lawful manner, in good faith with sound business practice, and in such a manner that Landlord may at all times receive the maximum amount of rent from the operation of such business in the Leased Premises. Tenant further agrees to carry a reasonable complete stock of merchandise and to fully and adequately staff the Leased Premises with sufficient employees for the purpose of selling said merchandise at retail. Tenant will not conduct any auction, fire, bankruptcy or closeout sales provided however that this provision shall not preclude the conduct of periodic seasonal, promotional, or clearance sales. Landlord shall not have the right to approve or disapprove the price at which Tenant shall offer its merchandise for sale. Tenant will not utilize any unethical method of business operations. Tenant will not use or permit the use of any equipment or apparatus producing, reproducing, or transmitting sound which is audible beyond the interior of the Leased Premises.

8. Business Hours

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Notwithstanding the provisions set forth in Article 7 of this Lease, Tenant agrees during the entire term of this Lease, to open for business no later than 11:00 a.m. and to remain open for business at least until 11:00 p.m., Monday through Friday, and 11:00 p.m. Saturday, so long as such days are not a public legal holiday as observed in the State of Kansas.

9. Utilities

Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity and other utilities used or consumed on the Leased Premises and any and all tap-in or connection charges in connection therewith. Landlord shall not be liable to Tenant for interference in or interruption of any utility service, nor shall any curtailment or interruption constitute a constructive eviction or grounds for rental abatement in whole or in part hereunder. In the event utilities are not separately metered to the Leased Premises, then Tenant will reimburse Landlord, upon demand, for the cost to Landlord of utilities used or consumed on the Leased Premises.

10. Utility Deregulation

(a) Landlord advises Tenant that presently Westar is the utility company selected by Landlord to provide electricity service for the shopping center. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right at any time and from time to time during the lease term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for service from the current electric service provider. All utilities shall be kept in the name of the Tenant and Tenant shall be responsible for prompt payment of all charges for gas, electricity and any other utilities consumed on the Leased Premises, upon signing of Lease Agreement or issuance of Certificate of Occupancy.

(b) Tenant shall cooperate with Landlord, the electric service provider, and any alternative service provider at all times and, as reasonably necessary, shall allow Landlord, electric service provider, and any alternative service provider reasonable access to the movie theater's electric lines, feeders, risers, wiring, and any other machinery within the premises.

(c) Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Leased Premises, or if the quantity or character of the electric energy supplied by the electric service provider or any alternative service provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

11. Maintenance

(a) Subject to the provisions of Article 18, Tenant shall, at Tenant's sole cost and expense, during the entire term of this Lease keep in good order, condition and repair the Leased Premises and every part thereof, including, but not limited to, all plumbing, sewage, fixtures, interior walls, storefront(s), floors, ceilings, sides, windows, doors, plate glass, showcase, skylights, all electrical facilities and lighting fixtures, lamping, fans and electrical motors, all other appliances and equipment of every kind and nature, sprinkler equipment (if any), and any other mechanical systems in the Leased Premises. Tenant's obligations shall include, but not be limited to, the obligation to replace when necessary, any of the items required to be maintained by Tenant at its sole cost and expense. Such replacement items shall be of comparable quality to those that are replaced

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(b) Tenant shall provide for, at Tenant's cost and expense as hereinafter set forth, the maintenance, repair and replacement of the heating, ventilating and air conditioning equipment ("HVAC") in the Leased Premises. Tenant shall perform or contract with independent contractors for such maintenance repair and replacement and Tenant shall pay Landlord as additional rent included within the common area maintenance (CAM) charges for Tenant's proportionate share of the net costs thereof. For the purpose of this sub article only, the terms "proportionate share" and "net costs" shall be defined as follows: (i) "proportionate share" shall mean the percentage factor determined by dividing the square feet of the Leased Premises by the total square feet of completed and leasable space in the shopping center for which such maintenance, repair and replacement of the HVAC is then being provided by the Landlord; (ii) "net costs" shall mean the direct costs incurred by Landlord for the maintenance, repair and replacement of the HVAC plus a reasonable amount for depreciation of equipment actually used and excluding main office overhead or profit. If Landlord uses any of its employees in the performance of such maintenance or repair, the hourly rate paid to such employee, plus fringe benefits paid to or on behalf of such employee shall be included as part of the net costs.

(c) If deemed necessary that Tenant's space will require additional HVAC equipment other than the equipment provided in the "as is" Premises, Tenant shall be responsible for the cost and installation of all additional HVAC equipment in the Leased Premises. Tenant agrees to obtain prior written approval from Landlord with respect to the HVAC contractor and equipment Tenant will utilize for the installation of the additional HVAC equipment. All HVAC equipment installed must be covered under a warranty. Tenant agrees to provide Landlord with a copy of the HVAC plans and warranty.

(d) Notwithstanding anything in this Lease to the contrary, due to the nature of Tenant's business, Tenant's HVAC equipment will require additional maintenance, particularly but not limited to the changing of filters. Tenant will be responsible for any maintenance and service that exceeds the normal HVAC maintenance contract for the movie theater.

(e) All compressors for cooling and refrigeration units shall be installed on the roof of the movie theater.

f) If applicable, and at Landlord's notice, Tenant shall be responsible for the installation of a grease trap and all monthly fees and maintenance associated with the grease trap. Tenant shall also maintain a contract for a grease container, which shall be emptied on a regular basis and stored behind the movie theater.

(g) If deemed necessary by Landlord, Tenant shall agree to maintain a quarterly maintenance contract with Roto Rooter, or other plumbing contractor approved by Landlord, to have the plumbing lines jetted every quarter. Tenant shall be responsible for any plumbing maintenance that may be necessary, as so deemed by Landlord.

12. Pest Control

Tenant shall maintain for the entire term of this Lease and any renewal periods thereafter, a pest control contract, which provides monthly pest control services for Tenant's premises. Tenant shall be required to provide a copy of such contract at the beginning of each Lease year.

13. Odors, Air Ventilation & Exhaust Systems

At Tenants sole cost, Tenant shall be responsible to properly maintain and service all ventilation and exhaust equipment in accordance and in compliance with all applicable codes and permits and shall exhaust and vent all odors, out and away from the Premises. Any and all roof repairs associated with such installation or removal of such equipment shall be at Tenant's expense. Any roof repairs or roof leakage associated with

the installation or maintenance thereof shall be at Tenant's expense. In the event that Landlord requires Tenant to remove any cooking, ventilation, exhaust, or other installed equipment Tenant shall repair any holes or intrusions to the ceiling, roof, walls, or flooring that were caused by the installation or removal of such equipment.

14. Examination of Premises

Tenant has had full opportunity to examine the Leased Premises or plans therefore, including the sidewalks adjacent to the Leased Premises, and Tenant's occupancy shall be an acknowledgement there is nothing concerning the Leased Premises that is dangerous to life, limb, health, or property, and Tenant hereby waives any claim for damages that may arise from defects of that character after occupancy, and Tenant accepts the Leased Premises as they will be when completed. All personal property of any kind or description whatsoever in the Leased Premises shall be at Tenant's sole risk, and Landlord shall not be liable for any damage done to, or loss to, such personal property; or for damage or loss suffered by the business or occupation of Tenant arising from any act or neglect of co-tenants or other occupants of the building, or their employees, or of other persons, or from bursting, overflowing, or leaking of water, sewer or steam pipes, or from the heating, air conditioning or plumbing fixtures, or from electric wires, or from roof, wall and floor leaks, or from gas, or odors, or caused in any other manner whatsoever.

15. Acceptance of Premises

It is agreed that by occupying said Leased Premises as Tenant, Tenant formally accepts the same and acknowledges that Landlord has complied with all requirements imposed upon it under the terms of this Lease to render the Leased Premises ready for occupancy.

16. Indemnification of Landlord and Liability Insurance

(a) Tenant agrees to indemnify and save harmless Landlord, its officers, agents, employees and servants, from and against any and all claims by or on behalf of any persons arising from the use, occupancy, conduct, management of, or from any work or thing whatsoever done in or about, the Leased Premises during the entire term of this Lease, and will further indemnify and save harmless Landlord, its officers, agents, servants and employees, from and against any and all claims arising during the entire term of this Lease from any condition of the Leased Premises, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, occurring during the entire term of this Lease, or claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel satisfactory to Landlord.

b) Tenant agrees to carry at its own expense throughout the term of this Lease general commercial liability insurance covering the Leased Premises and Tenant's use thereof, in companies and in form satisfactory to Landlord, with a minimum limit of one million dollars (\$1,000,000.00) for any casualty resulting in bodily injury, death or property damage for each occurrence and a minimum limit of two million dollars (\$2,000,000.00) general aggregate. Tenant shall deposit a certified copy of said policy or policies (or at Landlord's option a certificate evidencing said policy or policies of insurance) with Landlord prior to the date of any use or occupancy of the Leased Premises by Tenant and thereafter not less than thirty (30) days prior to the expiration of any such policy. Said policy or policies shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any material modification or cancellation thereof. Should Tenant fail to carry such public liability insurance, Landlord may at its option (but shall not be required so to do) cause public

liability insurance as aforesaid to be issued, and in such event Tenant shall pay the premium for such insurance as additional rent promptly upon Landlord's demand.

17. Landlord's Right to Perform Tenant's Covenants

Tenant covenants and agrees that if Tenant shall at any time fail to perform any of the covenants on its part to be made or performed under this Lease, Landlord may, but shall not be obligated, without notice or demand and without waiving or releasing Tenant from any obligation under this Lease, perform such act to the extent that Landlord may deem desirable and any such act shall not constitute an eviction of Tenant. All expenses incurred by Landlord in connection therewith shall be deemed additional rent hereunder and be payable to the Landlord on demand and Landlord shall have the same rights and remedies for the nonpayment or nonperformance thereof as in the case of default in the payment of any other rent or charges to be paid by Tenant hereunder, or in the case of any non-monetary default, Landlord shall have the right to enter the Leased Premises for the purpose of performing any maintenance or making any repairs as Landlord may elect to perform or make pursuant to this Article and such entry shall not constitute an eviction of Tenant. Nothing in this Article shall be construed to or deemed to impose any duties upon Landlord.

18. Condemnation

(a) If the whole, or any part of the Leased Premises shall be taken by any public, or quasi-public authority under any statute or by power or right of eminent domain, the term of this Lease shall cease on that part of the Leased Premises so taken or conveyed ("condemned portion") from the day the possession of the condemned portion shall be taken by the condemning authority. Unless this Lease is cancelled as herein provided, the fixed minimum rent provided for herein commencing with the date possession is acquired by the condemning authority, shall be reduced in proportion to the amount of the Leased Premises taken. If less than the entire Leased Premises shall be taken by such condemning authority, and in the event, and only in the event, that the remainder of the Leased Premises not so taken is not reasonably fit or suited to being used by Tenant to satisfy the purposes for which the Leased Premises are leased to Tenant and to carry on its business therein, Tenant, if not in default under this Lease, may in such event terminate this Lease as to the remainder of the Leased Premises by giving written notice to Landlord not later than fifteen (15) days after the vesting of title in the condemning authority or the date possession of the condemned portion shall be taken by the condemning authority, whichever shall first occur, specifying as the date for termination a date not later than (30) days after the giving of such notice. Upon the date specified in such notice, the term of this Lease and all right, title, and interest of Tenant hereunder shall cease and come to an end, provided Tenant is not in default under this Lease on such date. Fixed minimum rent and any additional rent and other charges shall be prorated as of the date of such termination.

b) If less than the entire Leased Premises shall be taken by such condemning authority and this Lease is not terminated as hereinabove provided, Landlord agrees to restore at Landlord's cost and expense the portion of the Leased Premises not so taken to a complete architectural unit, in which event the fixed minimum rent shall be reduced by an amount based upon the proportion which the square feet of usable floor space of the Leased Premises, including space occupied by interior walls and columns remaining after the taking, bears to the total floor space of the Leased Premises prior to the taking. In the event Landlord is obligated to restore the Leased Premises to a complete architectural unit as above provided, Landlord shall not be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken, less any amount paid to any of Landlord's mortgages from such award.

(c) The entire compensation award for any taking shall belong to and be the property of Landlord, including but not limited to, all damages as compensation for diminution in value of the leasehold,

reversion, and fee, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns such award to Landlord, except that Tenant shall be entitled to receive such portion thereof as may be allocated to compensation paid for Tenant's trade fixtures and cost of removal of stock, provided that Tenant so proves in any such condemnation proceeding.

(d) Anything in this article 18 to the contrary notwithstanding, if a portion of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, Landlord shall have the option of terminating this Lease as of the date of vesting of title in the condemning authority by written notice to Tenant given within fifteen (15) days after vesting of title in the condemning authority, in which event Landlord shall make a proportionate refund to Tenant of such rent as may have been paid in advance.

(e) For the purpose of this article 18, a sale to such public or quasi-public authority under threat of condemnation shall constitute a vesting of title and shall be construed as a taking by such condemning authority.

19. Quiet Enjoyment

Landlord covenants and agrees that Tenant upon paying the Fixed Minimum Rent, additional rent and all other charges herein provided for and performing and fulfilling the covenants, agreements, and conditions of this Lease on the Tenant's part to be performed and fulfilled, shall peaceably and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by the Landlord or any person(s) claiming under the Landlord, subject, however, to the terms and conditions of this Lease.

20. Damage or Destruction

(a) If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord, provided such repairs can be made within ninety (90) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reason of any portion of Leased Premises being useable if the damage is due to the act or negligence of Tenant, its employees, agents or invitees or if the Leased Premises are unusable for a period of one day or less.

(b) If such repairs cannot be made within ninety (90) days without the payment of overtime or other premiums, Landlord may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect and the rent shall be abated in the manner provided above. Landlord's election to make repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within ninety (90) days, then either party may, by written notice to the other, cancel this Lease.

(c) Anything in article 20 to the contrary notwithstanding, if the Leased Premises shall be substantially damaged or destroyed by fire or otherwise, Landlord shall have the option to terminate this Lease as of the date of such damage or destruction by written notice to Tenant within thirty (30) days after such damage or destruction.

21. Exterior and Window Lighting

Tenant agrees to keep all display windows and tenant identification signs in and on the Leased Premises well lighted from dusk until 11:00 p.m. (local time) during each and every day of the term of this Lease, excluding Sundays.

22. Subordination to Mortgage

This Lease is and shall be subject and subordinate to any and all mortgages, deeds of trust and land leases now existing upon or that may be hereafter placed upon the Leased Premises and the real property upon which they are situated and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof and the lien of any such mortgages, deeds of trust and land leases shall be superior to all rights hereby or hereunder vested in Tenant, to the full extent of all sums secured thereby; provided however, that each such mortgage or deed of trust now or hereafter encumbering the Leased Premises and real estate upon which they are situated shall provide by its terms or the holder of such mortgage or deed of trust shall agree by a separate agreement, that in the event of foreclosure of such mortgage or deed of trust, Tenant shall remain undisturbed under this Lease so long as Tenant complies with all of the terms, obligations and conditions hereunder. This provision shall be self-operative and no further instrument of subordination shall be necessary to effect such subordination and the recording of any such mortgage or deed of trust shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording. To confirm such subordination, Tenant shall upon request of Landlord or the holder of any such mortgage or deed of trust execute and deliver to Landlord within ten (10) days any instrument that Landlord or such holder may reasonably request.

23. Surrender of Leased Premises

At the expiration of the term of this Lease, whether by forfeiture or expiration of time, Tenant shall surrender the Leased Premises to Landlord in as good condition as when received by Tenant from Landlord except for reasonable use, wear and damage by casualty or the elements.

24. Default by Tenant

The occurrence of any of the following shall constitute an event of default:

- (a) Any installment of fixed minimum rent, or in any other sums required to be paid by Tenant hereunder, or any part thereof shall at any time be in arrears and unpaid for five (5) days after the date due; or
- (b) There is any default or breach on the part of Tenant in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed and said default or breach shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and in such case, Tenant shall have commenced to cure said default within said fifteen (15) days and thereafter continue diligently to pursue to completion the curing of same); or
- (c) Tenant shall file a petition in bankruptcy or be adjudicated as bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation, or make an assignment for the benefit of creditors; or
- (d) Any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within ten (10) days after such appointment; or
- (e) The leasehold estate hereby created shall be taken on execution or by other process of law; or
- (f) Tenant shall vacate or abandon the Leased Premises; or
- (g) Tenant shall fail to operate and conduct business as required in article 7.

If and whenever any event of default as defined above or elsewhere in this Lease shall occur, Landlord shall have the right at its election then or at any time thereafter to pursue any one or more of the following remedies in addition to all other rights or remedies provided herein at law or in equity:

(a) Re-enter the Leased Premises, take possession of all buildings, improvements, additions, alterations, equipment and fixtures thereon, and eject all parties in possession therefrom, using such force for that purpose as may be necessary, without being liable to any prosecution for said re-entry or the use of such force, and, without terminating this Lease, at any time and from time to time relet the Leased Premises or any part thereof for the account of Tenant or otherwise, receive and collect the rents therefore, applying the same first to payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Leased Premises, including costs, expenses and reasonable attorney's fees and brokerage, paid, assumed or incurred by Landlord in connection with reletting the Leased Premises, and then to the fulfillment of the covenants of Tenant. Any such reletting as provided for herein may be for the remainder of the term of this Lease as originally granted or for a longer or shorter period. Landlord may execute any Lease made pursuant to the terms hereof in Landlord's own name and Tenant shall have no right or authority whatever to collect any rent whatever from such subtenant. In any case and whether or not the Leased Premises or any part thereof be relet, Tenant shall pay to Landlord all sums required to be paid by Tenant up to the time of re-entry by Landlord, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the term of this Lease the equivalent amount of all rent and other charges required to be paid by Tenant under the terms of this Lease, less the proceeds of any such reletting during the term of this Lease, if any, after payment of the expenses of Landlord as aforesaid, and the same shall be due and payable on the several rent days herein specified. No such re-entry by Landlord shall constitute an election to terminate this Lease unless and until Landlord thereafter gives Tenant written notice of Landlord's election to terminate this Lease. Actions to collect any amounts due by Tenant as provided in this Article 24 may be brought from time to time on one or more occasions without the necessity of Landlord's waiting until expiration of the Lease Term.

(b) Terminate this lease, and with or without process of law, expel and remove Tenant, or any other person or persons in occupancy from the Leased Premises, together with their goods and chattels, using such force as may be necessary in the judgment of Landlord or its agents in so doing, and repossess and enjoy said Leased Premises together with all improvements, additions, alterations, equipment and fixtures thereon, and in addition to any other remedy it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach by Tenant; or

(c) Declare the entire amount of all rent past due as well as which would have to become due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same to Landlord immediately. Such payment shall constitute payment of past due rent and payment in advance of the rent stipulated for the remainder of the Lease term. Acceptance by Landlord of the payment of such shall not constitute a waiver of any then existing default occurring thereafter.

(d) Enforce Landlord's lien as provided in Article 25.

25. Landlord's Lien

(a) As security for the performance of obligations of Tenant under this Lease, Tenant hereby grants Landlord a security interest in all of the property now owned or hereafter acquired by Tenant which is located on the Leased Premises and all proceeds and products thereof. Tenant shall not remove any of such personal property from the Leased Premises without Landlord's prior written consent until all of Tenant's obligations under the Lease have been satisfied in full. It is intended by the parties that this instrument shall

have the effect of a mortgage or lien upon such properties and Landlord, upon an event of default may take possession of said property either for its own use or to sell the same for the best price that can be obtained at public or private sale, and out of the money arising therefrom, pay the amount due Landlord and all cost growing out of the enforcement of the lien granted herein, paying the surplus, if any, to Tenant. Tenant agrees to execute and deliver to Landlord such financing statements, continuation statements and other instruments that might reasonably be required to perfect, protect or continue the foregoing security interest within one (1) day after written request thereof. Landlord reserves the right to obtain updated bank and trade reference information on Tenant throughout the term of the lease.

(b) Landlord hereby agrees to subordinate its rights under sub-Article 25(a) on Tenant's property secured by any mortgage financing or security agreement with such financial institution that provides financing to Tenant in connection with the regular business operations of Tenant. Tenant agrees to obtain Landlord's prior written consent to any such financing arrangement, such consent not to be unreasonably withheld. Failure of Tenant to obtain Landlord's written consent and express subordination shall invalidate and terminate the provisions contained in this sub-Article 25(b).

26. Tenant's Property

If for any reason Landlord obtains possession of the Leased Premises, including but not limited to a termination of this Lease whether by expiration of time or forfeiture, Tenant's property not previously removed shall be deemed to have been abandoned and shall become the property of Landlord and may be used or disposed of by Landlord as it sees fit. Tenant further agrees to pay to Landlord the cost of removal of any such property so abandoned by Tenant.

27. Holding Over

No receipt of money by Landlord from Tenant after termination or expiration of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required. In the event Tenant remains in possession of the Leased Premises after termination of this Lease, and without the execution of a new lease or agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month to month, at one and one-half the Fixed Minimum Rent and subject to all the other conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

28. Access for Re-letting

Landlord may at any time within ninety (90) days before the expiration date of this Lease enter the Leased Premises at all reasonable hours for the purpose of offering the same for rent and may place and keep on the windows and doors of said Leased Premises signs advertising the Leased Premises for rent.

29. Default of Landlord-Cure Period

Landlord shall not be deemed to be in default in the observance or performance of any covenants, conditions, agreements or provisions of this Lease, on its part to be observed or performed, unless Landlord shall fail to remedy such default within fifteen (15) days after written notice from Tenant specifying the nature of any such default, or, if default cannot be reasonably remedied within the said fifteen (15) day period, Landlord shall not be deemed to be in default unless Landlord shall fail to initiate action to remedy such default within fifteen (15) days after such written notice and to prosecute the same to completion with due diligence.

30. Force Majeure

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In the event Landlord shall be delayed or hindered or prevented from the performance of any obligation required under this Lease by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection, war or any other reason not within the reasonable control of Landlord, then the performance of such obligation shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

31. Release and Waiver of Subrogation

Landlord shall not be liable for any damage or loss to fixtures, equipment, merchandise or other personal property of Tenant located anywhere in or on the Leased Premises caused by fire, water, explosion, sewer backup or any other insurable hazards, regardless of the cause thereof, and Tenant does hereby expressly release Landlord of and from any and all liability for such damages or loss. Landlord shall not be liable for any damage or loss resulting from business interruption at the Leased Premises arising out of or incidental to the occurrence of any of the perils which can be covered by a business interruption policy and Tenant does hereby expressly release Landlord of and from any liability for such damage or loss. Tenant shall not be liable for any damages to the Leased Premises or any part thereof caused by fire or other insurable hazards, regardless of the cause thereof except Tenant's negligence, and Landlord does hereby expressly release Tenant of and from any and all liability for such damages or loss. To the extent that any of the risks or perils described in this Article 31 are in fact covered by insurance, each party shall cause its insurance carriers to waive all rights of subrogation against the other party.

32. Estoppel Certificates

Tenant shall, within ten (10) days after receipt of written request from Landlord, execute, acknowledge, and deliver to Landlord or to Landlord's mortgagee, proposed mortgagee, land lessor or proposed purchaser of the shopping center or any part thereof, any estoppel certificates requested by landlord, from time to time, which estoppel certificates shall show whether the lease is in full force and effect and whether any changes may have been made to the original Lease; whether the term of the Lease has commenced and full rental is accruing; whether there are any defaults by Landlord and, if so, the nature of such defaults, whether possession has been assumed and all improvements to be provided by Landlord have been completed; and whether rent has been paid more than thirty (30) days in advance and that there are no liens, charges, or offsets against rental due or to become due and that the address shown on such estoppel is accurate.

33. Limitation of Landlord's Liability

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owners at the time in question of the fee simple title to the Leased Premises, and in the event of transfer of said fee simple estate, then the party conveying said fee simple estate shall be automatically relieved after the date of such transfer, of all personal liability in respect to the performance of any obligations on the part of Landlord contained in this Lease.

34. Insurance and Taxes

Tenant covenants and agrees to pay to Landlord as further additional rent, upon written demand from Landlord, all of the real property taxes, special assessments and all other taxes and assessments and governmental charges, whether federal, state, county or municipal, levied or assessed against the Leased Premises, the real estate, and building of which the Leased Premises are a part and all other taxes and assessments attributable to the building or its operation (excluding federal and state income taxes) of which the Leased Premises are a part. Tenant further covenants and agrees to pay to Landlord, as additional rent, upon demand therefore, the cost to Landlord of insurance premiums on the building of which the Leased Premises are a part. Tenant's proportionate share of such taxes, assessments and insurance shall be that

percentage factor computed by dividing the total square feet of the Leased Premises by the total square feet of completed and leasable space in the shopping center during the applicable period.

35. Alterations or Improvements by Tenant

Tenant covenants and agrees that it will not alter or change the Leased Premises or any part thereof without the prior written consent of Landlord, and Tenant agrees to indemnify and save harmless Landlord from all liens, claims or demand arising out of any work performed, materials furnished, or obligations incurred by or for Tenant (with Landlord's written consent) upon said Leased Premises during the term of this Lease. Tenant hereby waives any right to make repairs at Landlord's expense. Tenant shall not make changes to locks on doors or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Landlord. All such alterations or improvements shall be the property of Landlord upon completion. At the termination of this Lease, whether by expiration of time or forfeiture, Tenant shall, if requested by Landlord in writing, restore the Leased Premises at Tenant's sole cost and expense to the condition that the Leased Premises were in prior to the making of any alterations or improvements, normal wear and tear and casualty excepted.

36. Access to Demised Premises

Landlord shall have the right to enter the Leased Premises at all reasonable hours for the purpose of inspecting the same and for the purpose of maintenance, repair, and for making additions to and running pipes, conduits and ducts through the Leased Premises, and Tenant hereby waives any claim against Landlord for damage or inconvenience caused by any of the above. Nothing in this Article shall be construed to or deemed to impose any duties upon Landlord.

37. Exceptions to Demised Premises

Notwithstanding anything to the contrary herein provided, this Lease is subject to utility easements, both recorded and unrecorded, all protective and restrictive covenants and all other recorded documents pertaining to or affecting the Leased Premises, the shopping center of which the Leased Premises are a part or the real estate upon which the shopping center and Leased Premises are situated. This Lease is also subject to all governmental laws, ordinances, orders, regulations, codes, directives, variances, permits, and all orders, permits, rules and regulations issued by or at the direction of any such governmental agency or authority or any board or instrumentality thereof.

38. Operation of Tenant's Heating and Air Conditioning System

Tenant agrees to operate at Tenant's cost its heating or air conditioning unit in the Leased Premises so as to adequately heat and cool the same, as the case may be, during the hours that Tenant is open for business; and to maintain at all times, sufficient heat in the Leased Premises to prevent pipes from freezing.

39. Attornment

In the event any proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Leased Premises or in the event of any other transfer or sale of title to the Leased Premises, Tenant shall attorn to the purchaser under any such sale, transfer or foreclosure and recognize such purchaser or transferee as the Landlord under this Lease.

40. Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

41. Waiver of Jury Trial

Landlord and Tenant hereby waive, if permitted under applicable law, any and all right to a trial by jury in the event that summary dispossession proceedings or any other proceedings shall be instituted by Landlord or Tenant.

42. Lease Binding Upon Assignees

Except as provided in Article 33, this Lease and all covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, respectively of the parties hereto, provided however, that no sublease, assignment or transfer by, from, through or under Tenant in violation of the provisions hereof shall vest in the sublessee, assignee or transferee any right, title or interest whatever.

43. Partnership

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties hereto other than the relationship of Landlord and Tenant.

44. Waiver

The failure of Landlord to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future performance observance or exercise of such covenant, agreement, condition or option. No waiver of any default hereunder shall be implied from any omission by Landlord to take any action on account of such default or to declare a forfeiture if such default persists or is repeated, and no condition or covenant shall be deemed waived by Landlord unless such waiver be in writing signed by Landlord. The acceptance by Landlord of rent with knowledge of the breach of any of the covenants or conditions of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this lease by Landlord shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

45. Parking of Cars

Tenant and its employees shall park their cars in areas as designated by the Landlord from time to time and shall not park cars on the street or internal drives of which the Leased Premises are a part, or in any alley or court in the center of which the Leased Premises are a part. Where there is a rear entrance, all loading and unloading of goods shall be made at the rear entrance. Landlord does not agree to reserve or permanently maintain any parking stations, which are now built or may hereafter be built. Failure of Tenant and its employees to park cars in such designated areas shall be an event of default by Tenant. The Tenant further agrees that upon written notice from Landlord, Tenant will within five (5) days, furnish the state automobile license numbers assigned to the cars of all its employees. Tenant acknowledges and agrees that Landlord shall not be responsible for the enforcement of any parking rules or regulations in connection with reserved parking spaces contained in this Lease and/or in the Leased Premises rules.

46. Tenant Acknowledgment of Security Policy

(a) Tenants acknowledge that neither Landlord nor Management has made any representations, written or oral, concerning the safety of the Premises or the effectiveness or operability of any security devices (if installed) or security measures.

(b) Tenants acknowledge that neither Landlord nor Management warrants or guarantees the safety or security of Tenants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest, and invitee is responsible for protecting his or her own person and property.

(c) Tenants acknowledge that security devices or measures (if installed) may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

47. No Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Fixed Minimum Rent, additional rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or charge or any other monies owing by Tenant or pursue any other remedy in this Lease provided.

48. Bankruptcy

Neither this Lease, nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy, or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law.

49. Corporate Ownership

If the Tenant herein is a corporation, partnership, association or other business entity, and if, by sale or other disposition, the majority ownership thereof changes at any time during the term hereof, or if there is a sale of substantially all of the assets of Tenant, then, at the option of Landlord, this lease may be cancelled by Landlord upon giving sixty (60) days prior written notice of its intention to do so. Notice of any such intended sale of assets or majority ownership interest must be given to Landlord at least twenty (20) days prior to the effective date thereof.

50. Association Dues and Assessments

If there is at any time during the term of this Lease an official association of Tenants, as approved by Landlord, in which the Leased Premises are located, Tenant agrees to maintain a membership in said association, paying promptly all dues and assessments that may be decided upon by that association. If Tenant defaults in the payment of any such dues and assessments, the amount thereof shall be considered to be additional rent in default and subject to penalties as herein provided.

51. Assignment and Subletting

Tenant shall not sublet the Leased Premises or any part thereof nor assign, pledge, transfer or mortgage this Lease or any right or interest therein, without the prior written consent of Landlord. Any transfer of this Lease from Tenant by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this Lease and shall require the written consent of Landlord. If this Lease be assigned or if the Leased Premises or any part thereof be subleased or occupied by anybody other than Tenant, Landlord may collect from the Assignee, Sublessee or Occupant any rent or other charges payable by Tenant under this Lease, and apply the amount collected to the rent and other charges herein reserved, but such collection by Landlord shall not be deemed an acceptance of the Assignee, Sublessee or Occupant as a Tenant nor a release of Tenant from the performance by Tenant under this Lease. Any consent by Landlord to any assignment or subletting, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. No assignment or subletting shall relieve Tenant of its obligations hereunder and Tenant shall continue to be liable as a principal, and not as a guarantor or surety, to the same

extent as though no assignment or sublease had been made, unless specifically provided to the contrary in Landlord's consent.

52. Security Deposit

Tenant has deposited with Landlord the sum of \$23,841.50 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Fixed Minimum Rent additional rent and other charges, Landlord may use, apply or retain all or any part of this security deposit for payment of any such rent or any other sum in default, or for the payments of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be an event of default. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant without interest at the expiration of the Lease Term and upon Tenant's vacating the Leased Premises.

53. Entire Agreement and Modifications

This Lease and the covenants and agreements set forth herein are and shall constitute the entire agreement between the parties. Each party to this Lease hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, expressed or implied, to such party other than those expressly set forth herein and that each party, in entering into and executing this Lease, has relied upon no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein. None of the terms, covenants, and agreements of this Lease shall not in any manner be altered, waived or changed, except by written instrument signed and delivered by the parties hereto. Any modifications, amendments, exhibits or other documents which require Landlord to prepare, review and/or administer, after the initial execution of the Lease, Exhibits, and Amendments attached hereto, shall be at the sole cost of the Tenant in the amount of \$250.00 payable to Landlord.

54. Survival of Tenant's Obligations

All obligations of Tenant which by their nature involve performance, in any particular, after the end of the term or which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

55. Broker's Commission

Tenant warrants there are no claims for broker's commission or finder's fees in connection with Tenant's execution of this Lease other than the claim of Chad Stafford, a Kansas licensed real estate agent of Occidental Management, Inc. Tenant agrees to indemnify and save Landlord harmless from any liability that may arise from the claim of any other person, including, but not limited to, reasonable attorney's fee.

56. Attorney's Fees and Costs

In the event Landlord shall have to file any proceeding, whether at law or in equity, to enforce collection of any rent, charge or other payment to be borne, kept or paid by Tenant hereunder or in the event Tenant shall be in default hereunder and Landlord employs counsel to enforce performance of any of the obligations of Tenant hereunder, Landlord shall be entitled to recover from Tenant and Tenant agrees to pay to landlord an amount of money equal to all reasonable expenses including reasonable attorney's fees incurred by Landlord in enforcing the covenants hereof and securing to it the performance of obligations of

Tenant hereunder, in addition to all sums to which Tenant shall otherwise be obligated hereunder. Said fees and costs shall be additional rent hereunder.

57. Notices

All notices provided for in this Lease shall be in writing and shall be delivered personally or deposited in the United States mail registered or certified, return receipt requested, postage prepaid, addressed to Landlord's managing agent at the above address or at such other address as the Landlord may from time to time designate by notice in writing to Tenant, and to Tenant at 2151 N. Penstemon St., Wichita KS 67226 or at such other address as Tenant may from time to time designate by notice in writing to Landlord. Notice shall be deemed given when deposited in the United States mail as aforesaid. Notice need be sent to only one Tenant where the Tenant is more than one person.

58. Recording

Neither party shall record this Lease in its entirety. However, upon the request of either party, the other party shall join in the execution of a memorandum or "short form" of this Lease for the purpose or recordation.

59. No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and shall vest no right in either party. This Lease shall become effective as a Lease only upon execution and delivery thereof by the parties hereto.

60. Approval by Lender

This Lease is subject to approval by the holder of any mortgage or deed of trust existing on the Leased Premises at the date of execution of this Lease. Landlord shall notify Tenant within ten (10) days of execution if the lease is not approved. The parties mutually agree that if this Lease is not approved pursuant to this Article, the Lease shall be deemed void and of no further force or effect, and neither party shall have any liability to the other or to any other person.

61. Person

The term "person" as used in this Lease shall be deemed to include any natural person, firm, corporation, association, partnership and/or any other entity whatsoever.

62. Headings and Interpretation

The Article headings used throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Lease. Whenever herein the masculine gender is used, the same shall include the feminine and neuter genders.

63. Miscellaneous

This Lease has been negotiated by Landlord and Tenant and this Lease, together with all of the terms provisions hereof shall not be deemed to have been prepared by either Landlord or Tenant, but by both equally. Wherever in this Lease any printed portion or part hereof has been stricken, whether or not any relative provisions have been added, this Lease shall be read and construed as if the material stricken was never included herein, and no implication shall be drawn from the text of the material so stricken, which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material were never contained herein.

64. Environmental Assurances

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(a) Covenants.

(i) Tenant shall not cause any hazardous materials to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises unless the same is specifically approved in advance by Landlord in writing other than small quantities of retail, household, and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's permitted uses.

(ii) Tenant shall comply with all obligations imposed by environmental laws, and all other restrictions and regulations upon the use, generation, storage or disposal of hazardous materials at, to or from the Premises.

(iii) Tenant shall deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of hazardous materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of any condition that poses an imminent hazard to the property, the public or the environment.

(iv) Tenant shall fully, truthfully and promptly complete any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of hazardous materials at, to or from the Premises.

(v) Tenant shall permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Article and to perform other environmental inspections of the Premises.

(vi) If Landlord conducts any environmental inspections because it has reason to believe that Tenant's activities have or are likely to result in a violation of environmental laws or a release of hazardous materials on the Property, then Tenant shall pay to Landlord, as additional rent, the costs incurred by Landlord for such inspections.

(vii) Tenant shall cease immediately upon notice from Landlord any activity which violates or creates a risk of violation of any environmental laws. Upon notice from Landlord Tenant shall cease any activity which creates a disturbance, (odor, fumes, or sound) to other Tenants.. Tenant shall make immediate repairs or required changes necessary to resume operation.

(viii) After notice to and approval by Landlord, Tenant shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with environmental laws and good commercial practice, any hazardous materials on, under or about the Property resulting from Tenant's activities on the Property.

(b) Indemnification.

Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs, liabilities or losses (including, without limitation, any decrease in the value of the Property, loss or restriction of any area of the Property, and adverse impact of the marketability of the Property or Premises) arising out of Tenant's use, generation, storage or disposal of hazardous materials at, to or from the Premises.

(c) Definitions.

Hazardous materials shall include but not be limited to substances defined as "hazardous substances," "toxic substances," or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Hazardous Materials Transportation Act, as amended; and the Federal Resource Conservation and Recovery Act, as amended; those substances

defined as "hazardous substances," "materials," or "wastes" under the law of the state in which the Premises are located; and such substances are defined in any regulations adopted and publications promulgated pursuant to said laws ("Environmental Laws"); materials containing asbestos or urea formaldehyde; gasoline and other petroleum products; flammable explosives; radon and other natural gases; and radioactive materials.

(d) Survival.

The obligations of Tenant in this Article shall survive the expiration or termination of this Lease.

65. Americans with Disabilities Act

Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done accordance with this Lease; provided, that Landlord's consent to such alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such alterations comply with the provisions of the ADA.

66. Broker Disclosure

Occidental Management, Inc. hereby notifies the undersigned Tenant in writing as part of this Lease agreement as follows: (a) Occidental Management, Inc. has been or will be acting as agent of the Landlord with the duty to represent the Landlord's interest; (b) Occidental Management Inc., has not and will not be the agent of the undersigned prospective Tenant; (c) Information given to Occidental Management, Inc. has been and will be disclosed to Landlord; (d) Gary Oborny is a Managing Member of NR14, L.L.C. (e) The undersigned acknowledge that the above disclosure notice was previously given to the undersigned Tenant.

67. Health Code Standards (specific for Restaurant Tenants)

Tenant shall agree to adhere to health department codes and regulations as specified by the Sedgwick County Health Department. Tenant shall maintain an "A" or "Passing" rating according to the Sedgwick County Health Department's standards throughout the duration of this lease term.

69. Special Provisions

(a) Tenant hereby covenants and warrants to Landlord that the Leased Premises shall be maintained in good repair and operation at the sole expense of the Tenant. If it is deemed necessary by Landlord to perform Tenant's obligations for maintenance, repair or replacement of the Leased Premises including but not limited to, the interior and exterior of the building, building structure, heating, cooling and electric systems, parking lot, sprinkler systems and pylon signs or any other Tenant expense associated with the Leased Premises Landlord shall receive payment for its performance of Tenant's obligations upon written demand within fifteen (15) days from Tenant's receipt thereof; (b) Landlord shall have the right to terminate this Lease at any time during the term of the Lease with sixty (60) days written notice to Tenant; (c) Tenant hereby covenants and warrants that this Lease is a full-net lease and Tenant shall pay for and perform promptly all operational costs and duties regarding the Leased Premises including but not limited to, Taxes, Assessments, Insurance, and items listed above in this Article 69 (a).

70. Contingency:

Landlord and Tenant acknowledge and agree that this Lease Agreement is contingent upon and only effective upon closing of the purchase of the property by NR14, L.L.C.

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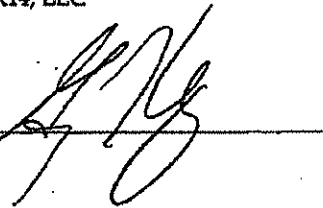
1/4/2012

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

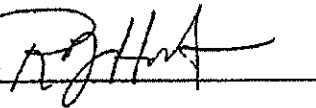
LANDLORD
NR14, LLC

TENANT

By



By



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1/4/2012

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EXHIBIT "A-1"
LEGAL DESCRIPTION

BEG SE COR LOT 1 W 570.20 FT N 443 FT E 421.74 FT TO E LY TH SELY 108.95 FT TO CUR TH ALG
CUR 240.08 FT S 137.22 FT TO BEG BLOCK 2 HOME DESIGN CENTER ADD

LOT 1 EXC THAT PART LY S OF LI 443 FT N OF SW COR & EXTEND E TO ELY LI & EXC THAT PART
LY N OF LI 770 FT N OF SW COR & EXTEND E TO ELY LI BLOCK 2 HOME DESIGN CENTER ADD

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1/4/2012

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EXHIBIT "B"
CONSTRUCTION OF PREMISES

THIS EXHIBIT shall become part of the LEASE between NR14, LLC "Landlord", and Dickinson Theaters, Inc. "Tenant".

SIGNS:

As per Landlord's specification and provided and installed by Tenant. Tenant shall be responsible for all sign wiring, controls, timers, breakers and associated equipment. Tenant will be allowed to install Panel(s) on the Pylon Sign. Tenant shall be responsible for paying Tenant's pro-rata share of the cost to construct and install the pylon sign, as well as the cost of the artwork, installation and removal of Tenant's sign. The pro-rata share of the cost of construction of the Pylon will be 0 (\$ 0) at the Tenant's cost, payable to Landlord.

TENANT'S WORK:

Tenant shall be responsible for all phone, cable, data and communications wiring. Unless specified elsewhere, Tenant shall be responsible for all tenant improvement work.

SPECIAL CONDITIONS:

Any other work not stated above shall be done at the sole cost and expense of the Tenant and subject to Landlord's prior written consent. The cost for new or revised tenant finish plans will be the responsibility of the Tenant. It is further agreed that all interior finishes will be done in a good and workmanlike manner and will meet all building codes and City ordinances. Any work performed for or by Tenant must be performed by a licensed contractor who meets the standards as described on Exhibit "B.1.". All Landlord work will be performed in accordance with City code. Occupancy permit and approved architectural drawings (stamped by a Kansas licensed architect) is a Tenant expense.

Upon conclusion of this lease and any option periods all equipment installed by Tenant shall be removed from the Leased Premises at Tenant's expense. Any and all holes or intrusions to the walls, floors or ceilings and or roof made to accommodate Tenant's equipment and ventilation systems shall be repaired at Tenant's expense.

Initial


Landlord

Initial


Tenant

EXHIBIT "B-1"
CONTRACTOR STANDARDS

The Landlord and Occidental Management, Inc. ("Landlord") has adopted a policy of requiring all contractors retained to perform work on behalf of the Landlord, or to perform work on property owned by the Landlord, to submit a certificate evidencing insurance coverage and limits in accordance with our requirements listed below. An acceptable certificate of insurance and a signed copy of this memo must be submitted prior to performing any work.

In consideration for NR14, L.L.C. and Occidental Management, Inc. ("Landlord") allowing Tenant to retain a contractor to work on property owned by the Landlord, and in consideration of the promises herein contained, Landlord and Tenant agree as follows:

Tenants contractor shall maintain in force at its own expense, the following insurance coverage from companies acceptable to Landlord, at all times while performing work on behalf of Landlord or on property owned by Landlord.

Workers' Compensation Insurance in full compliance with the laws of the state or states in which work under this agreement is performed to include Employer's Liability insurance with minimum limits of \$100,000 per person covering injury or death of any employee which may be outside the scope of the workers' compensation statute of the state in which the work is performed.

Comprehensive General Liability Insurance covering premises operations, completed operations and products liability, blanket contractual liability, independent contractor's liability, broad form property damage endorsement, personal injury liability, and explosion (X), collapse (C), and underground (U) hazards, policy limits shall not be less than \$1,000,000.00 per occurrence, \$2,000,000.00 in General Aggregate, and \$2,000,000.00 Products-Completed General Aggregate.

Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automotive equipment with \$500,000 combined single limit.

Umbrella Liability Insurance to apply in excess of the primary policies described in subparagraphs a, b, and c, above, with limits of \$1,000,000.

All insurance policies required to be carried by Contractor hereunder shall provide Landlord ten (10) days prior written notice of cancellation or material alteration of policies.

Contractor shall provide an acceptable certificate of insurance to Landlord prior to commencement of work. Failure to provide a certificate does not relieve Contractor of its obligation to insure.

All policies carried by Contractor must provide a waiver of the underwriter's right of subrogation against Landlord.

Landlord shall be named as an additional insured under Contractor's comprehensive general liability policy.

Contractor shall be responsible at all times for damage to or destruction of Contractor's equipment and material. Landlord does not assume any risk of loss to property of Contractor.

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EXHIBIT "C"

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. Tenant and all employees shall utilize parking areas designated for "Tenant and Employee Parking" only, leaving areas designated as "Customer and Client Parking" available for customers, clients and invitees of the Leased Premises. See Exhibit "F" Tenant and Employee Parking.
3. The delivery and shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises.
4. All garbage and refuse shall be kept in the kind of container specified by Landlord. Any trash removed from Tenant's interior space must be placed in a trash receptacle immediately. No trash will be allowed to collect in back of the Leased Premises. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
5. No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
6. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
7. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents, or invitees shall, have caused it.
8. Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, or within one mile of the outside property lines of the Leased Premises.
9. Tenant shall not smoke within the NR14 Movie Theaters. The non-smoking policy applies to all Tenants, as well as all Tenant's employees and guests. Tenants, employees or guest who smoke are requested to smoke in the back of the Leased Premises and not within 10 feet of any doorway and utilize cigarette refuse containers.
10. Tenant shall not make noises, cause disturbances, or create odors, which may be offensive to other tenants of the Premises or their officers, employees, agents, servants, customers or invitees.
11. If a Tenant desires telegraphic or telephonic connections, Landlord will direct the electricians as to where the wires are to be introduced, and without such direction no boring or cutting for wires shall be permitted.

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12. No room or rooms shall be occupied or used as sleeping or lodging apartments.

13. Tenant shall when leaving the Leased Premises at close of business, or unoccupied at any time, lock doors and for any default or carelessness in this respect shall make good all injury sustained by other Tenants and by the Landlord or by either of them, for damages resulting from such default or carelessness.

14. No animal or bird, shall be allowed in any part of the leased Premises without the consent of Landlord.

15. Landlord reserves the right to exclude from the Premises all drunken persons, idlers, peddlers, solicitors and generally persons of a character or conduct to create disturbances and persons entering in crowds of such unusual numbers as to cause inconvenience to the tenants of the Premises.

16. Landlord reserves the right to change these rules and to make such other and further reasonable rules and regulations either as it affects one or all Tenants as in its judgment may from time to time be needed for the safety, care and cleanliness of the Leased Premises, or for the preservation of good order therein or for any other cause, and when so changes are made, such modified or new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to the Tenant or left with some person in charge of the Leased Premises.

Initial

Landlord

Initial

Tenant

EXHIBIT "D"
SIGN DESIGN AND CRITERIA

1. Tenants will be allowed the following types of signs:
 - A. Building fascia signs: These signs will be located on the sign band provided by the Landlord at the front of the fascia only, and shall be located within each twenty-foot (20') section of frontage and be a maximum of ninety square feet (90 s.f.) in size per each twenty foot section with the location as approved by Landlord.
 - B. Name plate signs: Each tenant will be allowed a name plate sign located at the rear service entrance to the store if applicable. The sign may be a maximum of two square feet (2 s.f.)
2. Sign copy shall be limited to store or business identification (i.e., corporate or business name). Advertising copy will not be permitted. Use of logo, corporate crest or insignia is permitted providing it is an integral part of the tenant's identification and providing it meets the following specifications and is approved by the Landlord in writing.
3. Signs shall be composed of individual, internally illuminated letters. Cabinet or "box" type signs will not be permitted.
4. The maximum height of all sign letters, script or block, shall be sixty inches (60"). The minimum height of all letters, script or block shall be twenty four inches (24")
5. Tenants located in a corner space will be allowed additional signage as determined by the Landlord.
6. The sign shall be centered on lease space both horizontally and vertically and be located a minimum of six inches (6") from both top and bottom of the sign band and twelve inches (12") inside the exterior demising wall elevation.
7. Letter style, face color and return color to be choice of tenant.
8. The following types of signs shall be permitted:

Type 1: Internally illuminated letters with translucent plexiglass facing, fabricated with prefinished aluminum returns. The depth of the letter will not exceed ten inches (10") nor will it be less than four inches (4"). The letter return will be in one color only. Trim capped letters will be allowed provided any trim cap method of face attachment is the same color and style as the letter return.

Type 2: Name plate signs used at rear entrances shall be constructed of permanent materials rigidly affixed to wall with no internal illumination, and should be tastefully designed to harmonize with the overall design of the center.

9. The following types of signs, sign components, or lighting shall be prohibited on the tenant's band:

Signs employing moving, flickering or flashing lights and movable parts.

Signs employing exposed raceways, ballast boxes, transformers or neon crossovers.

Signs employing luminous vacuum-forced type plastic letters.

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1/4/2012

Signs employing unedged plastic letters with no returns and exposed fastenings.

Cabinet or "box" type signs.

Signs employing animation, moving parts, smoke-or-sound-emitting components or variable light intensities.

Signs utilizing exposed lamps or tubes.

Floor lighting signs.

Paper signs and stickers.

10. All signs shall be designed and built by qualified sign contractors and not sign manufacturer's name, label or other lettering shall be visible on any sign letters.

11. All signs shall be in accordance with all local codes.

12. Complete detailed sign design drawings indicating the size, design, colors, materials, specific location in tenant's storefront, type of construction, method of mounting and source of illumination shall be submitted, in triplicate, to Landlord for approval, along with one set of actual samples of all sign materials.

13. The size, color, materials, specific location, content, type of construction, method of mounting and illumination of each sign shall be subject to the approval of the Landlord, which approval, if within the standards herein set forth, shall not be unreasonably withheld. Said approval must be in writing and received by tenant before requesting a permit from the City, fabrication or installation of any signs or storefronts. Signs, storefronts, or their components which are installed without first receiving said approval, or which are not in accordance with said approval, shall be ordered promptly removed from the leased premises at the expense of the tenant.

14. Replacement or repair of damaged sign band is tenant responsibility. Upon vacating premises, at its sole expense, the tenant shall remove sign, repair and paint fascia the appropriate color of existing fascia.

15. Signs will be kept in a neat and clean condition at all times. Signs are required to be repaired within five working days from time of sign failure. Signs not repaired within five (5) working days will be repaired by the Landlord and back-charged to the tenant.

Initial


Landlord

Initial


Tenant



**Kansas Secretary of State
Online UCC Filing System**

Acknowledgment of Filing

Time of Transaction: 01-31-2012 01:33:30 PM
Filing Type: Collateral Amendment
Filing Number: 99025132 Initial Filing Number: 98991102

Initial Filing:

Debtor Information
DICKINSON THEATRES, INC. 6801 W 107TH ST OVERLAND PARK, KS 66212
Secured Party Information
NR14, LLC 8111 E. 32ND STREET N, STE. 101 WICHITA, KS 67226

Amendment:

Authorizing Party Information
NR14, LLC
Collateral Information
All inventory, chattel paper, accounts, equipment, general intangibles, furniture, fixtures, machinery and all other business assests; whether any of the foregoing is owned now or acquired later; all accessions, additions except for equipment identified in Attachment A. and B



**Kansas Secretary of State
Online UCC Filing System
Acknowledgment of Filing**

Time of Transaction: **01-13-2012 12:39:28 PM**
Filing Type: **1**
Filing Number: **98991102**

Debtor Information

Dickinson Theatres, Inc.
6801 W 107th St
Overland Park, KS 66212
Organization ID:NONE
Organization Type:NONE
Organization Jurisdiction:NONE

Secured Party Information

NR14, LLC
8111 E. 32nd Street N, Ste. 101
Wichita, KS 67226

Collateral Information

All inventory, chattel paper, accounts, equipment, general intangibles, furniture, fixtures, machinery and all other business assets ; whether any of the foregoing is owned now or acquired later; all accessions, additions.

[Back to Listing](#)



**Kansas Secretary of State
Online UCC Filing System**

Acknowledgment of Filing

Time of Transaction: 01-13-2012 12:39:28 PM

Filing Type: 1

Filing Number: 98991102

Debtor Information
Dickinson Theatres, Inc. 6801 W 107th St Overland Park, KS 66212 Organization ID:NONE Organization Type:NONE Organization Jurisdiction:NONE
Secured Party Information
NR14, LLC 8111 E. 32nd Street N, Ste. 101 Wichita, KS 67226
Collateral Information
All inventory, chattel paper, accounts, equipment, general intangibles, furniture, fixtures, machinery and all other business assets ; whether any of the foregoing is owned now or acquired later; all accessions, additions.



**Kansas Secretary of State
Online UCC Filing System
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Time of Transaction: 01-13-2012 12:39:28 PM
Filing Type: 1
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Debtor Information
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Secured Party Information
NR14, LLC 8111 E. 32nd Street N, Ste. 101 Wichita, KS 67226
Collateral Information
All inventory, chattel paper, accounts, equipment, general intangibles, furniture, fixtures, machinery and all other business assets ; whether any of the foregoing is owned now or acquired later; all accessions, additions.

[Back to Listing](#)

KRIS W. KOBACH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

February 10, 2012

STATE OF KANSAS

NR14, LLC
8111 E. 32ND STREET N, STE. 101
WICHITA KS 67226

UCC 1 FILE #: 98991102 FILE DATE: 1/13/2012 LAPSE DATE: 1/13/2017
UCC 2 Amd./Collateral File #: 6877757 FILE DATE: 2/09/2012

Number of pages in this filing: 3

Our database contains the following debtor and secured party information for this filing.

Secured Party

NR14, LLC
8111 E. 32ND STREET N, STE. 101
WICHITA KS 67226

Debtor

DICKINSON THEATRES, INC.
6801 W 107TH ST
OVERLAND PARK KS 66212

kld

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

NR14, LLC
8111 E. 32nd Street N. Ste 101
Wichita, KS 67226

0243 01

061 011

\$20.00

PAGES: 00003

FILED BY KS SOS

02-09-2012

10:26:53 AM

FILE#: 6877757



03103134

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

9899 1102

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 8a or 8b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR Dickinson Theatres, Inc.

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

All inventory, chattel paper, accounts, equipment, general intangibles, furniture, machinery and all other business assets, whether any of the foregoing is owned now or acquired later; all accessories, additions except per equipment identified in Attachment A. - attached.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR NR14, LLC

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

KSUCC3FNAT- 10/01/02 C T System Online.

Page 46 of Exhibit A

ATTACHMENT A TO UCC FILING

Theatre Name	City	State	And. No.	PJ Model	PJ Serial No.	Server	Server Ser. No.	MB Ser. No.	Company	Installed Date
Pickens County Jail, Pickens County, SC	Pickens	SC	1	NC1600	98A0050ED	SA-2100A	A06472		GDC	1/20/2012
			2	NC1200	1XA0111ET	SX-2001A	A14501		GDC	1/20/2012
			3	NC1200	1XA0110ET	SX-2001A	A14500		GDC	1/20/2012
			4	NC2000	1YA0019WW	SX-2001A	A14662		GDC	1/20/2012
			5	CP2000S	165250001	DCP2000	206332		Doremi	1/20/2012
			6	NC1200	1XA0002ET	SX-2001A	A14489		GDC	1/20/2012
			7	NC1200	1XA0010ET	SX-2001A	A14487		GDC	1/20/2012
			8	NC2000	1YA0014WW	SX-2001A	A14497		GDC	1/20/2012
			1	CP2000ZX	180286013	DCP2000	206337		Doremi	1/20/2012
			2	NC1200	1YA0061EW	SX-2001A	A14981		GDC	1/20/2012
			3	NC1200	1YA0058EW	SX-2001A	A14944		GDC	1/20/2012
			4	NC1200	1YA0062EW	SX-2001A	A14959		GDC	1/20/2012
			5	NC1200	1YA0060EW	SX-2001A	114982		GDC	1/20/2012
			6	NC1200	1YA0056EW	SX-2001A	A14966		GDC	1/20/2012
			7	NC1200	1XA0067WW	SX-2001A	114887		GDC	1/20/2012
Pickens County Jail, Pickens County, SC	Pickens	SC	8	NC2000	1YA0005WW	SX-2001A	A14876		GDC	1/20/2012
			9	NC1200	1YA0057EW	SX-2001A	A14884		GDC	1/20/2012
			10	NC1200	1YA0051EW	SX-2001A	A14891		GDC	1/20/2012
			11	NC1200	1YA0050EW	SX-2001A	A14895		GDC	1/20/2012
			12	CP2000ZX	180286015	DCP2000	2063310		Doremi	1/20/2012
			13	NC1200	1YA0070EW	SX-2001A	A14896		GDC	1/20/2012
			14	NC2000	1YA0002WW	SX-2001A	A14875		GDC	1/20/2012
			1	CP2000ZX	180286002	DCP2000B	206335		Doremi	12/20/2011
			2	NC1200	1XA0106ET	DCP2K	227895		Doremi	12/20/2011
			3	NC1200	1YA0009EU	SV2K4	227896		Doremi	12/20/2011
			4	NC1200	1YA0029EV	SV2K4	227898		Doremi	12/20/2011
			5	NC1200	1YA0038EV	SV2K4	227899		Doremi	12/20/2011
			6	NC1200	1YA0007EU	SV2K4	227907		Doremi	12/20/2011
			7	NC1200	1XA0102ET	SV2K4	227908		Doremi	12/20/2011
			8	NC1200	1YA0019EV	SV2K4	227909		Doremi	12/20/2011
			9	NC1200	1YA0031EV	SV2K4	227894		Doremi	12/20/2011
Pickens County Jail, Pickens County, SC	Pickens	SC	10	NC1200	1XA0104ET	SV2K4	227910		Doremi	12/20/2011
			11	NC1200	1YA0006EU	SV2K4	227911		Doremi	12/20/2011
			12	NC1200	1YA0002EU	SV2K4	227912		Doremi	12/20/2011
			13	NC1200	1XA0100ET	SV2K4	227919		Doremi	12/20/2011
			14	NC1200	1XA0082ET	SV2K4	227920		Doremi	12/20/2011
			15	NC1200	1XA0097ET	SV2K4	227921		Doremi	12/20/2011
			16	NC1200	1YA0039EV	SV2K4	227897		Doremi	12/20/2011
			1	NC2000	1YA0018EV	2KDCP-2K	227930		Doremi	12/20/2011
			2	NC1200	1XA0089ET	2KDCP-2K	227887		Doremi	12/20/2011
			3	NC2000	1YA0021EV	SA2100	227888		Doremi	12/20/2011
			4	NC1200	1XA0093ET	2KDCP-2K	227889		Doremi	12/20/2011

ATTACHMENT A TO UCC FILING

Theatre Name	City	State	Aud. No.	PJ Model	PJ Serial No.	Server	Server Ser. No.	MB Ser. No.	Company	Installed Date
			5	NC1200	1XA0101ET	2KDCP-2K	227890		Doremi	12/20/2011
			6	NC1200	1XA0103ET	2KDCP-2K	227891		Doremi	12/20/2011
			7	NC2000	1YA0027EV	2KDCP-2K	227892		Doremi	12/20/2011
			8	NC3200	0XA0006EG	2KDCP-2K	227900		Doremi	12/20/2011
			9	CP2000	102921009	2KDCP-2K	500280		Dolby	12/20/2011
			10	NC2000	1YA0034EV	2KDCP-2K	227901		Doremi	12/20/2011
			11	NC1200	1XA0105ET	2KDCP-2K	227902		Doremi	12/20/2011
			12	NC1200	1XA0109ET	2KDCP-2K	227903		Doremi	12/20/2011
			13	NC1200	1XA0155ET	2KDCP-2K	227886		Doremi	12/20/2011
			14	NC2000	1YA0035EV	2KDCP-2K	227905		Doremi	12/20/2011
			15	NC1200	1XA0157ET	2KDCP-2K	227906		Doremi	12/20/2011
			16	NC1200	1YA0036EV	2KDCP-2K	227893		Doremi	12/20/2011

NR14, LLC
Dickinson Theaters, Inc.
Account Analysis - Summary as of 9/20/12
For Martin Pringle

Summary:

	<u>Total</u>	<u>Base Rent</u>	<u>NETS</u>	<u>Late Fees, etc</u>
Total Delinquent Rent due as of 9/20/12	\$ 60,347.20	\$ 23,841.50	\$ 22,791.34	\$ 13,714.36
Balance of rent owed under lease agreement (9/21/12 forward)	539,924.38	365,313.31	174,611.07	-
Rent owed under lease agreement (9/21/12 through 9/21/13)	422,846.04	286,098.00	136,748.04	-
Administrative claim	8,208.84	29,481.42	14,091.42	-
- Through proposed 10/28/12 close date (9/21/12 - 10/28/12)				
Estimated Legal fees incurred to date (as of 9/20/12)	-			
*Total following debtor's \$35,364.00 payment for Oct. 2012.				