

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

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

**NOTICE OF CURE AMOUNT WITH RESPECT TO  
EXECUTORY CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED  
PURSUANT TO PLAN OF REORGANIZATION**

THIS NOTICE IS BEING PROVIDED TO ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS OR UNEXPIRED LEASES THAT MAY BE ASSUMED PURSUANT TO THE PLAN (AS DEFINED BELOW).

PLEASE TAKE NOTICE that on September 21, 2012, Dickinson Theatres, Inc. (the "Debtor") filed with the United States Bankruptcy Court for the District of Kansas (the "Court") the Disclosure Statement With Respect to the Plan of Reorganization of the Debtor Dated September 21, 2012 (the "Disclosure Statement") for use in soliciting acceptances or rejections of the Plan of Reorganization of the Debtor dated September 21, 2012 (the "Plan") from holders of certain impaired claims who are (or may be) entitled to receive distributions under the Plan. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that the Court has signed an Order dated \_\_\_\_\_, 2012 (the "Solicitation Procedures Order"), approving the Disclosure Statement within the meaning of section 1125 of the Bankruptcy Code for use in soliciting acceptances or rejections of the Plan (the Plan is attached as Appendix A to the Disclosure Statement), and approving cure procedures for executory contracts or unexpired leases to be assumed and reinstated pursuant to the Plan.

1. Notice of Assumption: The Debtor hereby provides notice (the "Notice") of their intent to assume certain executory contracts or unexpired leases pursuant to the Plan, including those listed on Exhibit A hereto (the "Assumed Contracts"), as of the Effective Date.
2. Notice of Cure Amount: On the Effective Date or as soon thereafter as practicable, the Debtor or the Reorganized Debtor, as applicable, shall pay the amount, if any, necessary to cure any defaults of the Debtor under the Assumed Contracts according to the Debtor's books and records. Such amounts are set forth on Exhibit A hereto (the "Cure Amount"). The Debtor will continue to pay all postpetition amounts owing under the Assumed Contracts until the assumption of the Assumed Contracts. The Debtor's records reflect that, other than the Cure Amount, there are no other defaults under the Assumed Contracts.

3. Objecting to the Proposed Assumption or Cure Amount: Each non-Debtor party to an Assumed Contract shall have until the Confirmation Objection Deadline to file an objection to (a) the proposed assumption of the applicable Assumed Contract (and must state in the objection, with specificity, the legal and factual basis of its objection) and/or (b) the Cure Amount (and must state in its objection, with specificity, what Cure Amount and include invoices and other appropriate documentation in support thereof). If no objection is timely received, (x) the non-Debtor party to the Assumed Contract shall be deemed to have consented to the assumption of the Assumed Contract and shall be forever barred from asserting any objection with regard to such assumption, and (y) the Cure Amount set forth in the attached Exhibit A shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or other document as of the date of this Notice, and the non-Debtor party to an Assumed Contract shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting, collecting, or seeking to collect any additional amounts relating thereto against the Debtor or the Reorganized Debtor, or its property. Objections, if any, to the proposed assumption and/or Cure Amount must be in writing, filed with the Bankruptcy Court and served in hard-copy form so that they are actually received by the Confirmation Objection Deadline, with copies to (i) counsel for the Debtor, Stinson Morrison Hecker LLP, 1201 Walnut, Suite 2900, Kansas City, MO 64106-2150, Attn: Paul M. Hoffmann, Esq.; Sharon L. Stolte, Esq.; Timothy M. Swanson, Esq., (ii) the U.S. Trustee, Office of the United States Trustee, Office of the United States Trustee, 301 North Main Street, Suite 1150, Wichita, KS 67202.

4. Hearing with Respect to Objections: If an objection to the proposed assumption and/or to the Cure Amount is timely-filed and received in accordance with the procedures set forth in the preceding paragraph, and the parties do not reach a consensual resolution of such objection, a hearing with respect to such objection will be held before the Honorable Judge \_\_\_\_\_, United States Bankruptcy Judge, United States Bankruptcy Court for the District of Kansas, 161 U.S. Courthouse, 500 State Avenue, Kansas City, Kansas 66101 at the hearing to consider confirmation of the Plan.

5. Reservation of Rights: Notwithstanding anything to the contrary herein, the Debtor may, with the consent of Equity Investors, amend its decision with respect to the assumption of any executory contract or unexpired lease designated as an Assumed Contract and designate for rejection such executory contract or unexpired lease by providing a written notice of rejection to the non-Debtor party to such contract or lease prior to the Effective Date. In the case of an executory contract or unexpired lease designated as an Assumed Contract which is the subject of a Cure Amount Objection which has not been resolved prior to the Effective Date, the Debtor may, with the consent of Equity Investors, designate such executory contract or unexpired lease for rejection at any time prior to the payment of the Cure Amount by providing a written notice of rejection.

6. Information and Documents. Copies of the Plan, the Disclosure Statement, the Procedures Order and pleadings and orders in the Debtor's case are available for review during regular business hours (9:00 a.m. to 4:00 p.m. weekdays, except legal holidays) at the Office of the Clerk, United States Bankruptcy Court for the District of Kansas, United States Bankruptcy Court for the District of Kansas, U.S. Courthouse, 500 State Avenue, Kansas City, Kansas 66101. Imaged copies of such documents are publicly available on the internet at the Court's website, , for a nominal charge (a PACER account is required) or at the Voting Agent's website, <http://www.ksb.uscourts.gov> free of charge. Copies of the Disclosure Statement and Plan (including all exhibits and appendices thereto) also may be obtained by first-class mail, at the Debtor's expense, from the Debtor's Counsel, Stinson Morrison Hecker, 1201 Walnut, Suite 2900, Kansas City, MO 64106.

Dickinson Theatres, Inc..

Dated: Kansas City, Missouri  
\_\_\_\_\_, 2012

Paul M. Hoffmann  
Sharon L. Stolte  
Timothy M. Swanson

STINSON MORRISON HECKER LLP  
1201 Walnut, Suite 2900  
Kansas City, MO 64106-2150  
Fax: (888) 691-1191  
Counsel to the Debtor and Debtor-in-Possession

**Exhibit A**

Contract Description

Cure Amount