



SO ORDERED.

SIGNED this 30th day of November, 2012.

Dale L. Somers

Dale L. Somers
United States Bankruptcy Judge

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

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

**FINAL ORDER: (A) AUTHORIZING DEBTOR TO OBTAIN
POST-PETITION FINANCING FROM 6801 WEST 107TH, LLC;
AND (B) GRANTING LIENS IN FAVOR OF 6801 WEST 107TH, LLC**

Upon consideration of (a) the motion (the "Motion") (Docket No. 13)¹ of Dickinson Theatres, Inc. (the "Debtor"), for entry of an interim order ("Interim Order") and a final order ("Final Order") authorizing the Debtor to, among other things: (i) obtain post-petition financing pursuant to Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), and 507 of Title 11 of the United States Code 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") on an interim basis and on a final basis, for the sole purpose of obtaining post-petition financing in the

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

amount of up to \$500,000.00 from 6801 West 107th, LLC ("6801 West") (in its capacity as the post-petition lender, the "DIP Lender") (the "6801 West DIP Facility") (an executed copy of the 6801 West DIP Facility is attached to this Final Order as Exhibit A); and (b) the First Amended and Restated Plan of Reorganization Dated November 5, 2012 (the "Plan") (Docket No. 194); which allows for specific treatment for a secured claim in favor of 6801 West (the "6801 West Secured Claim"); having reviewed the Motion and the Plan as it relates to the 6801 West Secured Claim; having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors and other parties-in-interest and to avoid immediate and irreparable harm to the Debtor, its business, employees, estate, creditors and other parties-in-interest; as provided in the Plan, and having considered the statements of counsel, the agreement between 6801 West and the Debtor, and the evidence adduced with respect to the Motion at the Interim Hearing and Final Hearing before the Court; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, and (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Motion was good and sufficient under the particular circumstances and that no other or further notice need be given; and upon the record herein; and after due deliberation thereon; and all objections to the Motion having been overruled, withdrawn, or otherwise resolved; and good and sufficient cause appearing, the Court hereby finds and concludes on a final basis:

1. On September 21, 2012 (the "Petition Date"), the Debtor filed its voluntary petition in this Court for reorganization relief under Chapter 11 of the Bankruptcy Code, commencing the Debtor's Chapter 11 case (the "Chapter 11 Case"). The Debtor continues to operate its business and manage its properties as debtor-in-possession pursuant to Sections

1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case.

2. On the Petition Date, the Debtor filed the Motion and the Court heard the Motion on an emergency basis at the Interim Hearing. At the Interim Hearing, the Court directed the Debtor to circulate the proposed form of an interim order granting the Motion (the "Interim Order") to all appropriate parties, including, the Office of the United States Trustee (the "U.S. Trustee"), counsel for 6801 West, various landlords of the Debtor, and other various creditors who were in attendance at the Interim Hearing.

3. On October 1, 2012, the Debtor provided notice of a final hearing (the "Final Hearing Notice") on the Motion, scheduled for October 25, 2012, at 1:30 p.m. Central Standard Time, to all parties on the mailing matrix that was filed with the certificate of service to the Final Hearing Notice. (*See* Docket No. 74.) The Court concludes that the Final Hearing Notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rule 4001 in all respects.

4. On October 3, 2012, the U.S. Trustee filed its notice of appointment of a creditor's committee (the "Committee"). (*See* Docket No. 87.)

5. On October 5, 2012, the Court granted the Motion and entered its Interim Order. (*See* Docket No. 100.)

6. On October 12, 2012, Hawthorn Bank filed its limited objection to the Motion (the "Hawthorn Objection"). (Docket No. 126.)

7. On October 18, 2012, the Debtor, at the request of the Debtor's creditors and other parties-in-interest, agreed to continue the Final Hearing on the Motion to November 5, 2012. (*See* Docket Nos. 150, 157.) At the hearing on November 5, 2012, the Debtor requested the

Court continue the Final Hearing on the Motion to November 28, 2012, the same date set for confirmation of the Debtor's Plan. (*See* Docket No. 201.)

8. On October 27, 2012, this Court entered its Final Order: (A) Authorizing Debtor to Obtain Post-petition Financing from Peoples Bank; (B) Granting Liens and Superpriority Claims in Favor of Peoples Bank; (C) Granting Replacement Liens to Hawthorn Bank; (D) Authorizing Use of Hawthorn Bank's and Peoples Bank's Cash Collateral; and (E) Granting Adequate Protection to Hawthorn Bank and Peoples Bank (Doc. No. 166) (hereinafter "Final DIP Financing Order")

9. Without prejudice to the rights of any other party, but subject to the limitations thereon set forth in paragraph "O" below, the Debtor admits, stipulates and agrees that:

1. Prior to the commencement of the Chapter 11 Case, Peoples Bank, as the Debtor's pre-petition lender, made certain loans and other financial accommodations (the "Peoples' Pre-petition Loan") to the Debtor pursuant to (i) that certain Loan Agreement dated as of February 19, 2012 (as amended, supplemented or otherwise modified prior to the date hereof, the "Peoples' Pre-petition LOC Loan"), by and between Debtor as the borrower and Peoples as the pre-petition lender. In connection with the Peoples' Pre-petition LOC Loan, Debtor entered into certain collateral and ancillary documentation with Peoples (such collateral and ancillary documentation, along with the Peoples' Pre-petition Credit Agreement are, collectively, the "Peoples' Pre-petition Credit Documents"). The Debtor's obligations under the Peoples' Pre-petition Credit Documents are secured by all of Debtor's inventory, chattel paper, accounts, equipment and general intangibles. The Peoples Pre-Petition Credit Documents also include a loan in the renewed principal amount, as of May 2012, of \$1,755,630.31 to Chenal Cinemas, LLC, a subsidiary of Debtor, secured by the assets of the Debtor and Midwest Cinema Group,

Inc. (the "Chenal Loan"). All collateral granted or pledged by Debtor to Peoples, pursuant to the Peoples' Pre-petition Credit Documents, shall collectively be referred to herein as the "Peoples' Pre-petition Collateral."

II. All of Debtor's cash, including, without limitation, all cash and other amounts on deposit or maintained in any deposit account by Debtor and any amounts generated by collection of Debtor's accounts receivable, sale of Debtor's inventory, or any other disposition of the Peoples' Pre-petition Collateral constitute proceeds of the Peoples' Pre-petition Collateral and therefore constitute cash collateral of the Pre-petition Lender within the meaning of Section 363(a) of the Bankruptcy Code (the "Cash Collateral").

III. The Debtor reaffirms each of its stipulations, admissions and/or agreements set forth in this Court's Final DIP Financing Order.

IV. 6801 West as DIP Lender has indicated a willingness to provide the Debtor with a certain financing commitment, but solely on the terms and conditions set forth in this Final Order and in the 6801 West DIP Facility. In the exercise of its sound business judgment, that the financing to be provided by 6801 West pursuant to the terms of this Final Order and the 6801 West DIP Credit Agreement represents the best post-petition financing presently available to the Debtor.

10. The security interests and liens granted pursuant to this Order to 6801 West are appropriate under Section 364(d) of the Bankruptcy Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, perfected, and non-avoidable pre-petition security interest in or lien upon the property of the Debtor's estate, or (ii) the holders of such valid, perfected, pre-petition security interests and liens have consented to

the security interests and priming liens granted pursuant to this Order to 6801 West (the "Non-Primed Liens").

11. Debtor has an immediate and critical need to obtain post-petition financing pursuant to the terms of this Final Order to, among other things, finance the ordinary costs of its operations, maintain business relationships with vendors, suppliers and customers, make payroll, and satisfy other working capital and operational needs. Consequently, without the ability to obtain post-petition financing, to the extent authorized pursuant to this Final Order, the Debtor and its estate would suffer immediate and irreparable harm. The terms of this Final Order are consistent with, and are contemplated by, the treatment of the 6801 West Secured Claim in the Debtor's Plan.

12. Subsequent to the filing of the Hawthorn Objection, the Debtor and Hawthorn Bank have resolved the issues raised in the Hawthorn Objection.

13. The terms of the 6801 West DIP Facility are, in all material respects, identical to the terms of the Peoples' DIP Facility that was proposed to, and accepted by, the Debtor from Peoples in the Peoples' Post-petition Financing and Cash Collateral Motion. (*See* Docket No. 12.)

14. The terms of the 6801 West DIP Facility, as evidenced by the 6801 West Credit Agreement, are attached as Exhibit A to this Final Order and are expressly incorporated herein. Section 5.3, *et seq.*, of the Debtor's Plan supplements, modifies, and amends, the terms of the 6801 West DIP Credit Agreement by providing for the following treatment of the 6801 West Secured Claim:

I. The maturity date of the obligation owing under the 6801 West DIP Credit Agreement shall have its maturity date extended to the later of (i) December 31, 2016, or (ii) the

day after all the obligations to holders of general unsecured claims have been satisfied, subject to further extension by agreement of the Debtor and 6801 West. (See Docket No. 194, p. 15, § 5.3.);

II. Any liens securing the 6801 West Secured Claim may not be foreclosed without the prior written consent of the Plan Monitor and holder of the Hartley Trust Unsecured Claim, as such terms are defined in Sections 1.56, 1.70 and Debtor's Plan. (See *Id.*)

15. Accordingly, to the extent that any of the terms of this Final Order conflict with, or contradict, any of the terms of the 6801 West DIP Facility, as evidenced by the 6801 West DIP Credit Agreement attached as Exhibit A and as supplemented, modified, and amended by Section 5.3, *et seq.*, of the Debtor's Plan, the express terms of the 6801 West DIP Credit Agreement attached as Exhibit A and as supplemented, modified, and amended by Section 5.3, *et seq.*, of the Debtor's Plan, shall control in all cases.

16. 6801 West, as DIP Lender, has indicated a willingness to provide the Debtor with a certain financing commitment, but solely on the terms and conditions set forth in this Final Order and in the 6801 West DIP Facility attached hereto as Exhibit A and as supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan.. After considering all of their alternatives, the Debtor has concluded, in an exercise of its sound business judgment, that the financing to be provided by 6801 West represents the best post-petition financing presently available to the Debtor.

17. The Debtor and 6801 West have negotiated the terms and conditions of the 6801 West DIP Credit Agreement, this Final Order and the Plan's treatment of the 6801 West Secured Claim in good faith and at arm's-length, and any credit extended and loans made to the Debtor pursuant to this Final Order and the 6801 West DIP Facility shall be, and hereby is, deemed to

have been extended, issued or made, as the case may be, in "good faith" within the meaning of Section 364(e) of the Bankruptcy Code.

18. The terms of the 6801 West DIP Credit Agreement, pursuant to the terms set forth in Exhibit A and as supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan, are fair and reasonable under the circumstances, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

19. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). In particular, the authorization granted herein for Debtor to continue using Cash Collateral and for the Debtor to execute the 6801 West DIP Credit Agreement as supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan and obtain final financing in the form of the 6801 West DIP Facility, is necessary to avoid immediate and irreparable harm to the Debtor and its estate. Entry of this Final Order is in the best interest of the Debtor, its estate and creditors.

20. Based on the foregoing, and upon the record made before this Court at the Interim Hearing and Final Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED ON A FINAL BASIS THAT:

A. The Motion is approved on a final basis and on the terms and conditions set forth in this Final Order and as specifically provided for in Section 5.3, *et seq.*, of the Debtor's Plan. Any objections to the Motion, including the Hawthorn Objection, that have not previously been withdrawn or resolved are hereby overruled on the merits. This Final Order shall become effective and binding upon all parties-in-interest immediately upon its entry.

B. The Debtor is authorized to enter into the 6801 West DIP Credit Agreement on the terms outlined in this Final Order and as more particularly set forth in the 6801 West DIP Credit Agreement attached hereto as Exhibit A and as supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan. To the extent that any of the terms in the 6801 West DIP Credit Agreement are deemed to be in conflict with and/or contradict the terms of this Order, then the terms of this Order shall supersede and/or replace any such contradictory terms which may be in the 6801 West Credit Agreement.

C. The salient terms of the 6801 West DIP Facility are generally described as follows:²

Borrower: Dickinson Theatres, Inc.

Co-Borrowers: Midwest Cinema Group, Inc.

Lender: 6801 West 107th LLC.

Commitment: \$500,000.

Restrictions on Use of Credit Facility: General business operations as Debtor-in-Possession.

Maturity Date: As set forth in Section 5.3, *et seq.*, of the Debtor's Plan, the maturity date shall be the later of (i) December 31, 2016, or (ii) the day after all the obligations to holders of allowed general unsecured claims against the Debtor have been satisfied, subject to further extension by agreement between the Debtor and 6801 West.

Priority and Liens: The Debtor's obligations under the 6801 West DIP Facility will be secured by a junior lien on all assets presently subject to pre-petition liens in favor of lenders other than 6801 West, and junior liens on assets subject to any post-petition liens in favor of Peoples Bank and Hawthorn Bank.

A second mortgage (the "Second Mortgage") on certain improved real property owned by the Debtor's subsidiary, Midwest Cinemas, LLC, and commonly known as 6801 West 107th Street, Overland Park, Kansas (the "Building").

² To the extent that any of the terms of the 6801 West DIP Facility described in this Final Order are inconsistent with the terms of the 6801 West DIP Facility as set forth in the attached Exhibit A and as supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan, the terms as written in the attached Exhibit A and Section 5.3, *et seq.*, of the Debtor's Plan shall control.

All liens and right to repayment under the 6801 West Dip Facility shall be subordinate to Peoples' pre-petition and post-petition obligations of the Debtor and shall be subordinate to the Debtor's pre-petition and post-petition obligations to Hawthorn Bank.

Fees: None.

Interest Rate: 3.250% variable rate.

Events of Default: Payment Default. Debtor fails to make any payment when due under the 6801 West DIP Facility.

Other Defaults. Debtor fails to comply with or to perform any other term, obligation, covenant or condition contained in 6801 West DIP Credit Agreement or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Debtor and 6801 West.

Default in Favor of Third Parties. Debtor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Debtor's property or Debtor's ability to repay the 6801 West DIP Facility or perform its respective obligations under this 6801 West DIP Credit Agreement.

False Statements. Any warranty, representation or statement made or furnished to 6801 West by Debtor or on Debtor's behalf under 6801 West DIP Credit Agreement is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

Defective Collateralization. 6801 West DIP Credit Agreement ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Debtor or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Debtor's accounts, including deposit accounts. However, this Event of Default shall not apply if there is a good faith dispute by Debtor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Debtor gives 6801 West written notice of the creditor or forfeiture proceeding and deposits with 6801 West monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by 6801 West, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Adverse Change. A material adverse change occurs in Debtor's financial condition, or 6801 West believes the prospect of payment or performance of the 6801 West DIP Facility is impaired.

See Other Items below.

Remedies Upon
Default:

Upon default, 6801 West may declare the entire unpaid principal balance under this promissory note and all accrued unpaid interest immediately due, and then Debtor will pay that amount.

See Other Items below.

Other Items:

6801 West's right to payment under the 6801 West DIP Facility is subordinate and junior to all obligations owing to Peoples and Hawthorn Bank on a post-petition basis. The Debtor shall pay off its post-petition obligations to Peoples and Hawthorn Bank prior to making any payment to 6801 West on account of the 6801 West Credit Facility.

The liens securing the 6801 West DIP Facility shall only attach to the sale, disposition, or other liquidation, of any lease of non-residential real property the Debtor is currently a party to. The 6801 West DIP Facility shall not be secured by any leasehold interest of the Debtor in non-residential real property to which 6801 West is not a party.

Upon the Debtor's default under the 6801 West DIP Facility, 6801 West's rights to enforce the 6801 West DIP Facility, with respect to use or occupancy of any non-residential real property subject to a lease which the Debtor is a party, is expressly limited to: (i) all rights and remedies granted to 6801 West under applicable non-bankruptcy law; (ii) all rights and remedies expressly consented to, in writing, from any landlord or lessor of the Debtor of such non-residential real property; and (iii) all other rights and remedies further ordered by this Bankruptcy Court, after appropriate notice and motion as required by the Bankruptcy Code and Bankruptcy Rules.

As set forth in Section 5.3, *et seq.*, of the Debtor's Plan any liens securing the 6801 West Secured Claim, including the Second Mortgage, may not be foreclosed without the prior written consent of the Plan Monitor and the holder of the Hartley Trust Unsecured Claim, as such terms are defined in Sections 1.56 and 1.70 of the Debtor's Plan.

D. The Debtor is hereby authorized to enter into the 6801 West DIP Facility and execute the 6801 West DIP Credit Agreement and such additional documents, instruments, and

agreements as may be reasonably required by 6801 West to implement the terms or effectuate the purposes of this Final Order.

E. The Debtor is hereby authorized on a final basis and directed to pay on demand all fees, expenses and other amounts payable under the terms of the 6801 West DIP Credit Agreement in accordance with the terms of the 6801 West DIP Credit Agreement.

F. Upon execution and delivery of the 6801 West DIP Credit Agreement, the 6801 West DIP Credit Agreement, as supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan, shall constitute valid and binding obligations of the Debtor and shall be enforceable against the Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the 6801 West DIP Credit Agreement or this Final Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim. However, the Debtor agrees to timely execute any documents necessary to effectuate the terms of this Final Order.

G. The Second Mortgage on the Building shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective by operation of law, as of the Petition Date, without any further action by the Debtor, or 6801 West, and without the necessity of execution by the Debtor, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, fixture filings, filings with the U.S. Patent and Trademark Office, or other documents. However, the Debtor agrees to timely execute any documents necessary to effectuate the terms of this Final Order.

H. The provisions of this Final Order shall be binding upon and inure to the benefit of 6801 West, the Debtor, and their respective successors and assigns (including, without

limitation, any trustee or other fiduciary hereafter appointed for or on behalf of the Debtor's estate or property). The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i) confirming any plan of reorganization in this Chapter 11 Case; (ii) converting this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code; or (iii) dismissing the Chapter 11 Case; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order until all obligations owing under the 6801 West DIP Facility are paid in full and discharged in accordance with the terms of this Final Order.

I. If any or all of the provisions of this Final Order, including Section 5.3, *et seq.*, of the Debtor's Plan, are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (a) the validity of any of the obligations of the 6801 West DIP Facility incurred prior to the actual receipt by 6801 West, as applicable, of written notice of the effective date of such reversal, modification, vacatur or stay, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or pursuant to the 6801 West DIP Credit Agreement as supplemented, modified and amended by Section 5.3, *et seq.*, of the Plan, with respect to any obligations of the 6801 West DIP Facility. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or the incurrence obligations of the 6801 West DIP Facility by the Debtor prior to the actual receipt by 6801 West, of written notice of the effective date of such reversal, modification, vacatur or stay, shall be governed in all respects by the provisions of this Final Order, and 6801 West shall be entitled to all of the rights, remedies, protections and benefits granted under Section 364(e) of the Bankruptcy Code, this Final Order, and the 6801 West DIP Credit Agreement as

supplemented, modified and amended by Section 5.3, *et seq.*, of the Debtor's Plan with respect to all uses of Cash Collateral and the incurrence of obligations of the 6801 West DIP Facility by the Debtor.

J. The Debtor is hereby authorized, without further order of this Court: (a) to enter into agreements with 6801 West providing for any non-material modifications to any of the 6801 West DIP Credit Agreements, or for any other modifications to any 6801 West DIP Credit Agreement necessary to conform such 6801 West DIP Credit Agreement to this Final Order; and (b) to enter into any material modifications or amendments to any of the 6801 West DIP Credit Agreement; provided, however, that the Debtor shall promptly provide notice of any material modification or amendment to such 6801 West DIP Credit Agreement to counsel to the Committee, counsel to Peoples Bank, counsel to Hawthorn Bank and counsel to the U.S. Trustee, each of which shall have three (3) business days from the date of such notice within which to object in writing to such modification or amendment. If the Committee, Peoples Bank, Hawthorn Bank or the U.S. Trustee timely objects to any material modification or amendment to the applicable 6801 West DIP Credit Document, such modification or amendment shall only be permitted pursuant to an order of this Court.

K. If, for whatever reason, the Debtor's authority to use Cash Collateral terminates, to the extent unencumbered assets are not available at such time to pay administrative expenses in full, the Second Mortgage on the Building, granted pursuant to the 6801 West DIP Credit Agreement, shall be subject to the payment of: (a) all statutory fees payable by the Debtor pursuant to 28 U.S.C. § 1930(a)(6); and (b) the sum of (i) any unpaid professional fees and expenses specified in the Budget that were incurred but not paid as of the date the Debtor's authority to use Cash Collateral is terminated (provided that such professional fees and expenses

shall not exceed the aggregate amount of professional fees and expenses set forth in the Budget for the period prior to the Debtor's authority to use cash collateral terminates) by the professionals retained by the Debtor and the Committee and are subsequently allowed by order of this Court, net of any unused retainers and only to the extent not subsequently paid, and (ii) any fees and expenses incurred, after the Debtor's authority to use Cash Collateral terminates, by professionals retained by the Debtor, the Committee, and any trustee, examiner, or other representative appointed in the Chapter 11 Case, in an aggregate amount not to exceed \$75,000.00.

L. The Second Mortgage on the Building shall not be: (a) subject or subordinated to, or made *pari passu* with, any lien that is avoided and preserved for the benefit of the Debtor's estate under Section 551 of the Bankruptcy Code; or (b) subject or subordinate to, or made *pari passu* with, any other lien or security interest, whether under Sections 363 or 364 of the Bankruptcy Code or otherwise, except as provided in this Final Order. The Second Mortgage on the Building shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective by operation of law as of the Petition Date without any further action by the Debtor or 6801 West, and without the necessity or execution by Debtor, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, fixture filings, filings with the U.S. Patent and Trademark Office, or other documents. Failure by the Debtor to execute any documentation relating to the Second Mortgage on the Building shall in no way affect the validity, enforceability, perfection or priority thereof.

M. If any or all of the provisions of this Final Order, including Section 5.3, *et seq.*, of the Debtor's Plan, are hereafter reversed, modified, vacated or stayed, such reversal,

modification, vacatur or stay shall not affect: (a) the validity of the Second Mortgage on the Building incurred prior to the actual receipt by 6801 West of written notice of the effective date of such reversal, modification, vacatur or stay; or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby with respect to the obligations owing under the 6801 West DIP Facility.

N. Neither the Debtor nor any other party-in-interest in this Chapter 11 Case, including, without limitation, the Committee or any Chapter 7 or Chapter 11 trustee, shall assert or become entitled to assert any claim against any vendor that actually delivers or provides post-petition goods or services to the Debtor in the ordinary course of the Debtor's business operations to recover post-petition payments by the Debtor on account of such goods or services under Section 549 of the Bankruptcy Code or on the basis that such payments came from funds that constitute cash collateral of any secured creditor of the Debtor, unless: (a) such payments were not made in the ordinary course of the Debtor's business; or (b) such payments are made following such vendor's actual receipt of written notice of the termination of the Debtor's authority to use Cash Collateral.

O. The stipulations and admissions contained in this Final Order, including without, limitation, in recital paragraphs 9(I) through 9(III) hereof, shall: (a) be binding on the Debtor under all circumstances; and (b) be binding upon all other parties-in-interest, including, the Committee, any creditor, any Chapter 7 or Chapter 11 trustee, or examiner appointed by this Court.

P. To the extent that any provision of this Order contradicts and/or is inconsistent in any with this Court's Final DIP Financing Order, then the terms of the Final DIP Financing Order shall be deemed to be controlling and superseding and the contradictory or inconsistent

provisions of this Order shall be expressly subordinate and subject to the terms of the Final DIP Financing Order.

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

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Order prepared by:

STINSON MORRISON HECKER LLP

s/ Sharon L. Stolte

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*Reorganization Counsel for
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-and-

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*General Corporate and
Conflicts Counsel for the Debtor and
Debtor-in-Possession*

Exhibit A

680I West DIP Credit Agreement

BUSINESS LOAN AGREEMENT

Principal Amount: \$500,000.00

Date of Note: October 4, 2012

Maturity Date: March 31, 2013

Borrowers:	Dickinson Theatres, Inc. 6801 W 107 th Street Overland Park, KS 66213	Midwest Cinema Group, Inc. 6801 W 107 th Street Overland Park, KS 66213
Grantors:	Dickinson Theatres, Inc. 6801 W 107 th Street Overland Park, KS 66213	Midwest Cinema Group, Inc. 6801 W 107 th Street Overland Park, KS 66213
Lender:	6801 W 107 th , LLC 9741 High Drive Leawood, KS 66206	

THIS BUSINESS LOAN AGREEMENT dated October 4, 2012, is made and executed between Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. ("Borrower") and 6801 W 107th, LLC ("Lender") on the following terms and conditions. Borrower has applied to Lender for a commercial Debtor-In-Possession "DIP" loan pursuant to Borrower Dickinson Theatres, Inc. filing for Chapter 11 Reorganization. Borrower understands and agrees that: (A) in granting, renewing, or extending this Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of October 4, 2012, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until March 31, 2013.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Ronald J. Horton, President/CEO of Dickinson Theatres, Inc. and Ronald J. Horton, President/CEO of Midwest Cinema Group, Inc.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment

to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests (subject however to a first security interest held by People's Bank); (4) evidence of insurance as required below; and (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

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

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

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

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

MULTIPLE BORROWERS. This Agreement has been executed by multiple obligors who are referred to in this Agreement individually, collectively and interchangeably as "Borrower." Unless specifically stated to the contrary, the word "Borrower" as used in this Agreement, including without limitation all representations, warranties and covenants, shall include all Borrowers. Borrower understands and agrees that, with or without notice to any one Borrower, Lender may (A) make one or more additional secured or unsecured loans or otherwise extend additional credit with respect to any other Borrower; (B) with respect to any other Borrower alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (C) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's or any other Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) determine how, when and what application of payments and credits shall be made on any indebtedness; (F) apply such security and direct the order or manner of sale of any Collateral, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) sell, transfer,

assign or grant participations in all or any part of the Loan; (H) exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting; (I) settle or compromise any indebtedness; and (J) subordinate the payment of all or any part of any of Borrower's indebtedness to Lender to the payment of any liabilities which may be due Lender or others.

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

Organization. Dickinson Theatres, Inc. is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Kansas. Dickinson Theatres, Inc. is duly authorized to transact business in all other states in which Dickinson Theatres, Inc. is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Dickinson Theatres, Inc. is doing business. Specifically, Dickinson Theatres, Inc. is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Dickinson Theatres, Inc. has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Dickinson Theatres, Inc. maintains its principal office at 6801 W. 107th Street, Overland Park, KS 66213. Unless Dickinson Theatres, Inc. has designated otherwise in writing, this is the principal office at which Dickinson Theatres, Inc. keeps its books and records including its records concerning the Collateral. Dickinson Theatres, Inc. will notify Lender prior to any change in the location of Dickinson Theatres, Inc.'s state of organization or any change in Dickinson Theatres, Inc.'s name. Dickinson Theatres, Inc. shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Dickinson Theatres, Inc. and Dickinson Theatres, Inc.'s business activities.

Midwest Cinema Group, Inc. is a corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Kansas. Midwest Cinema Group, Inc. is duly authorized to transact business in all other states in which Midwest Cinema Group, Inc. is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Midwest Cinema Group, Inc. is doing business. Specifically, Midwest Cinema Group, Inc. is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Midwest Cinema Group, Inc. has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Midwest Cinema Group, Inc. maintains its principal office at 6801 W. 107th Street, Overland Park, KS 66213. Unless Midwest Cinema Group, Inc. has designated otherwise in writing, this is the principal office at which Midwest Cinema Group, Inc. keeps its books and records including its records concerning the Collateral. Midwest Cinema Group, Inc. will notify Lender prior to any

change in the location of Midwest Cinema Group, Inc.'s state of organization or any change in Midwest Cinema Group, Inc.'s name. Midwest Cinema Group, Inc. shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Midwest Cinema Group, Inc. and Midwest Cinema Group, Inc.'s business activities.

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

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

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

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

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

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason

to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

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

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

Provided however, Lender hereby specifically acknowledges that any security interest that it shall hold shall be inferior in right to that security interest held by Peoples Bank.

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

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

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

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

Financial Statements. Furnish Lender with the following:

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

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

Additional Requirements. Additional Requirement to Annual Financial Statements for the Borrowers: Annual Financial Statements are to be a limited audited statement with the Bank selecting the accounts to be audited.

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

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

Additional Requirements. Borrowers Combined Debt Service Coverage Ratio (DSCR): Minimum combined DSCR of 1.20:1 measured quarterly using the most recent 12 months of debt service and EBITDA. DSCR is computed as follows: net income before

interest, depreciation and amortization divided by all debt payments (interest expense and principal payments) required.

Borrowers Combined Minimum Tangible Net Worth: Combined Tangible Net Worth will not be allowed to fall below \$4,000,000.00.

Tangible Net Worth is defined as book total equity plus deferred gain on sale/leaseback, plus straight line rent, less total of goodwill, intangibles and accounts/notes receivable from shareholders and other related parties. Net Worth is to be measured quarterly.

Borrowers are to provide the Bank with quarterly covenant compliance certificates within thirty (30) days of quarter end.

This line of credit is required to be at a zero balance for three consecutive days throughout each calendar year.

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

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

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

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

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

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

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

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

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

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a

third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

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

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

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

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender. **Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) pay any dividends on Borrower's stock (other than dividends payable in its stock), provided, however that notwithstanding the foregoing, but only

so long as no Event of Default has occurred and is continuing or would result from the payment of dividends, if Borrower is a "Subchapter S Corporation" (as defined in the Internal Revenue Code of 1986, as amended), Borrower may pay cash dividends on its stock to its shareholders from time to time in amounts necessary to enable the shareholders to pay income taxes and make estimated income tax payments to satisfy their liabilities under federal and state law which arise solely from their status as Shareholders of a Subchapter S Corporation because of their ownership of shares of Borrower's stock, or purchase or retire any of Borrower's outstanding shares or alter or amend Borrower's capital structure.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower has with Lender; (B) Borrower becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; or (C) there occurs a material adverse change in Borrower's financial condition, or in the value of any Collateral securing any Loan.

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

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

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

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

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

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

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

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

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

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

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

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies.

RE-APPRAISAL AND RE-MARGIN.

Re-Appraisal. Borrower(s) agrees that at any time the Lender in good faith determines that it is reasonable according to standard banking practice to update information regarding the fair

market value of the collateral (by ordering a new appraisal or otherwise) which secures present debt, including without limitation that the loan becomes criticized and/or classified by bank regulators, external auditors and/or internal auditors, Borrower(s) agree to allow the Lender and its appraisers and other agents to conduct an appraisal of any and all collateral and Borrower(s) agree(s) to pay the cost of such re-appraisal. Failure of Borrower(s) to comply with the terms and conditions of this subparagraph shall be considered a material default in the terms and conditions of this Agreement.

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

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

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

Arbitration. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations,

estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

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

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

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

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this

Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Borrower. The word "Borrower" means Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

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

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

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Lender. The word "Lender" means 6801 West 107th, LLC, its successors and assigns.

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

Note. The word "Note" means the Note executed by Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. in the principal amount of \$500,000.00 dated September 26, 2012, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the note or credit agreement.

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

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

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

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SIGNATURES PAGE IMMEDIATELY FOLLOWS

Borrower's Initials _____

Lender's Initials _____

NO ORAL AGREEMENTS. This written agreement is the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Borrower.

REPRESENTATION. This document and those of even date herewith between Borrower and Lender have been prepared by counsel for Borrower: Robert Rayburn. Lender is hereby advised to full read this document and those of even date herewith and to seek independent legal counsel in the review thereof and for the legal representation of Lender. Lender specifically understands that Robert Rayburn does not represent Lender in this transaction or the documents related thereto. And, if Lender chooses not to seek independent legal counsel to represent Lender that Lender has done so with informed consent and knowingly waiving such representation.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL PLEDGE AGREEMENT. EACH PARTY AGREES TO THE TERMS HEREOF. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS PROMISSORY NOTE.

BORROWER/GRANTOR:

Dickinson Theatres, Inc.

Midwest Cinema Group, Inc.

By: _____

Ronald J. Horton, President

By: _____

Ronald J. Horton, President

LENDER:

6801 West 107th, LLC

By: _____

JunAnn Horton, General Manager

PROMISSORY NOTE

Principal Amount: \$500,000.00

Date of Note: October 4, 2012

Maturity Date: March 31, 2013

Borrowers:	Dickinson Theatres, Inc. 6801 W 107 th Street Overland Park, KS 66213	Midwest Cinema Group, Inc. 6801 W 107 th Street Overland Park, KS 66213
Lender:	6801 W 107 th , LLC 9741 High Drive Leawood, KS 66206	

PROMISE TO PAY. Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. ("Borrower") jointly and severally promise to pay to 6801 West 107th, LLC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on March 31, 2013. Provided however, it is understood and agreed that Borrower shall have first fully paid all amounts due to Peoples Bank pursuant to the "Debtor In Possession" (DIP) financing provided to Borrower, by Peoples bank, on or about this date. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 1, 2012, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the base rate on corporate loans posted by at least 70% of the top 10 banks by assets known as the Wall Street Journal Prime Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 3.250% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in

the "INTEREST CALCULATION METHOD" paragraph using a rate of 2.5000 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 7.500% per annum based on a year of 360 days.

NOTICE: Under no circumstances will the interest rate on this Note be less than 7.500% per annum or more than the maximum rate allowed by applicable law.

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

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a **minimum interest charge of \$50.00**. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: 6801 W 107th, LLC; 9741 High Drive Leawood, KS 66206.

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

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

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

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

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

comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

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

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

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

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

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

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

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

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else who is not Lender's salaried employee to help collect this Note if Borrower does not pay. Borrower will be liable for all reasonable costs incurred in the collection of this Note, including but not limited to, court costs, attorneys' fees and collection agency fees, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

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

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

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

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

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

COLLATERAL. Borrower acknowledges this Note is secured as set forth in those Commercial Pledge Agreements of even date herewith.

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

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral

securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

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

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

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

Borrower's Initials _____

Lender's Initials _____

NO ORAL AGREEMENTS. This written agreement is the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Borrower.

REPRESENTATION. This document and those of even date herewith between Borrower and Lender have been prepared by counsel for Borrower: Robert Rayburn. Lender is hereby advised to full read this document and those of even date herewith and to seek independent legal counsel in the review thereof and for the legal representation of Lender. Lender specifically understands that Robert Rayburn does not represent Lender in this transaction or the documents related thereto. And, if Lender chooses not to seek independent legal

**counsel to represent Lender that Lender has done so with
informed consent and knowingly waiving such representation.**

**PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD
ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST
RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS
PROMISSORY NOTE.**

BORROWER:

Dickinson Theatres, Inc.

Midwest Cinema Group, Inc.

By: _____

Ronald J. Horton, President

By: _____

Ronald J. Horton, President

LENDER:

6801 West 107th, LLC

By: _____

JunAnn Horton, General Manager

COMMERCIAL PLEDGE AGREEMENT

Principal Amount: \$500,000.00

Date of Note: October 4, 2012

Maturity Date: March 31, 2013

Borrowers:	Dickinson Theatres, Inc. 6801 W 107 th Street Overland Park, KS 66213	Midwest Cinema Group, Inc. 6801 W 107 th Street Overland Park, KS 66213
Grantors:	Dickinson Theatres, Inc. 6801 W 107 th Street Overland Park, KS 66213	Midwest Cinema Group, Inc. 6801 W 107 th Street Overland Park, KS 66213
Lender:	6801 W 107 th , LLC 9741 High Drive Leawood, KS 66206	

THIS COMMERCIAL PLEDGE AGREEMENT dated October 4, 2012, is made and executed among Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. (together and singularly as both "Grantor" and as "Borrower"); and 6801 W 107TH, LLC ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

- A. All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- B. All products and produce of any of the property described in this Collateral section.
- C. All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

- D. All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.**
- E. All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.**

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

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

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. Grantor represents and warrants to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement. **Lender hereby acknowledges, agrees and accepts that Peoples Bank is the holder of first security position in the collateral set forth herein such that People Bank holds rights which are superior to those held by Lender until fully released.**

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein.

No Further Assignment. Grantor has not, and shall not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform each of the terms, conditions, covenants and agreements, if any, contained in the Collateral which are to be performed by Grantor.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Financing Statements. Consistent herewith, Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in

the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL.

Lender may hold the Collateral until all Indebtedness has been paid and satisfied. Thereafter Lender may deliver the Collateral to Grantor or to any other owner of the Collateral. Lender shall have the following rights in addition to all other rights Lender may have by law:

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including paying of any liens or claims against the Collateral. This may include such things as hiring other people, such as attorneys, appraisers or other experts. Lender may charge Grantor for any cost incurred in so doing. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used.

Income and Proceeds from the Collateral. Lender may receive all Income and Proceeds and add it to the Collateral, Grantor agrees to deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to Grantor or for Grantor's account, whether as an addition to, in discharge of, in substitution of, or in exchange for any of the Collateral.

Application of Cash. At Lender's option. Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds or through liquidation, sale, or retirement, of the Collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured.

Transactions with Others. Lender may (1) extend time for payment or other performance, (2) grant a renewal or change in terms or conditions, or (3) compromise, compound or release any obligation, with any one or more Obligors, endorsers, or Guarantors of the Indebtedness as Lender deems advisable, without obtaining the prior written consent of Grantor, and no such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

All Collateral Secures Indebtedness. All Collateral shall be security for the Indebtedness, whether the Collateral is located at one or more offices or branches of Lender. This will be the case whether or not the office or branch where Grantor obtained Grantor's loan knows about the Collateral or relies upon the Collateral as security.

Collection of Collateral. Lender at Lender's option may, but need not, collect the Income and Proceeds directly from the Obligors. Grantor authorizes and directs the

Obligors, if Lender decides to collect the Income and Proceeds, to pay and deliver to Lender all Income and Proceeds from the Collateral and to accept Lender's receipt for the payments.

Power of Attorney. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full power of substitution, (a) to demand, collect, receive, receipt for, sue and recover all Income and Proceeds and other sums of money and other property which may now or hereafter become due, owing or payable from the Obligors in accordance with the terms of the Collateral; (b) to execute, sign and endorse any and all instruments, receipts, checks, drafts and warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, execute and deliver Grantor's release and acquittance for Grantor; (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in Lender's own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable; and (e) to execute in Grantor's name and to deliver to the Obligors on Grantor's behalf, at the time and in the manner specified by the Collateral, any necessary instruments or documents.

Perfection of Security Interest. Upon Lender's request, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used. Upon Lender's request, Grantor will sign and deliver any writings necessary to perfect Lender's security interest. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.**

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

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of the Collateral in Lender's possession, but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility for (A) any depreciation in value of the Collateral or for the collection or protection of any Income and Proceeds from the Collateral, (B) preservation of rights against parties to the Collateral or against third persons, (C) ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Collateral, or (D) informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters. Except as provided above, Lender shall have no liability for depreciation or deterioration of the Collateral.

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

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

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

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

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

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

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

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any

collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Declare all Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Collect the Collateral. Collect any of the Collateral and, at Lender's option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the Indebtedness.

Sell the Collateral. Sell the Collateral, at Lender's discretion, as a unit or in parcels, at one or more public or private sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, and other persons as required by law, notice at least ten (10) days in advance of the time and place of any public sale, or of the time after which any private sale may be made. However, no notice need be provided to any person who, after an Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. Grantor agrees that any requirement of reasonable notice as to Grantor is satisfied if Lender mails notice by ordinary mail addressed to Grantor at the last address Grantor has given Lender in writing. If a public sale is held, there shall be sufficient compliance with all requirements of notice to the public by a single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time and place of sale and a brief description of the property to be sold. Lender may be a purchaser at any public sale.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state securities laws. If, because of restrictions under such laws, Lender is unable, or believes Lender is unable, to sell the securities in an open market transaction. Grantor agrees that Lender will have no obligation to delay sale until the securities can be registered. Then Lender may make a private sale to one or more persons or to a restricted group of persons, even though such sale may result in a price that is less

favorable than might be obtained in an open market transaction. Such a sale will be considered commercially reasonable. If any securities held as Collateral are "restricted securities" as defined in the Rules of the Securities and Exchange Commission (such as Regulation D or Rule 144) or the rules of state securities departments under state "Blue Sky" laws, or if Grantor or any other owner of the Collateral is an affiliate of the issuer of the securities, Grantor agrees that neither Grantor, nor any member of Grantor's family, nor any other person signing this Agreement will sell or dispose of any securities of such issuer without obtaining Lender's prior written consent.

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral.

Transfer Title. Effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection or sale of the Collateral, to reimbursement of any expenses, including any costs for registration of securities, commissions incurred in connection with a sale, attorneys' fees and court costs, whether or not there is a lawsuit and including any fees on appeal, incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the Indebtedness of Borrower to Lender, with any excess funds to be paid to Grantor as the interests of Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Collateral to the Indebtedness.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

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

Arbitration. Borrower and Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

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

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

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This

means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

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

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

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

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance

or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

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

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

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

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

Borrower. The word "Borrower" means Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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

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

Grantor. The word "Grantor" means Dickinson Theatres, Inc. and Midwest Cinema Group, Inc.

Income and Proceeds. The words "Income and Proceeds" mean all present and future income, proceeds, earnings, increases, and substitutions from or for the Collateral of every kind and nature, including without limitation all payments, interest, profits, distributions, benefits, rights, options, warrants, dividends, stock dividends, stock splits, stock rights, regulatory dividends, subscriptions, monies, claims for money due and to become due, proceeds of any insurance on the Collateral, shares of stock of different par value or no par value issued in substitution or exchange for shares included in the Collateral, and all other property Grantor is entitled to receive on account of such Collateral, including accounts, documents, instruments, chattel paper, investment property, and general intangibles.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and

costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means 6801 W 107th, LLC, its successors and assigns.

Note. The word "Note" means the Note executed by Dickinson Theatres, Inc. and Midwest Cinema Group, Inc. in the principal amount of \$500,000.00 dated September 26, 2012, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Obligor. The word "Obligor" means without limitation any and all persons obligated to pay money or to perform some other act under the Collateral.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

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

Borrower's Initials _____

Lender's Initials _____

NO ORAL AGREEMENTS. This written agreement is the final expression of the agreement between Lender and Borrower and may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between Lender and Borrower.

REPRESENTATION. This document and those of even date herewith between Borrower and Lender have been prepared by counsel for Borrower: Robert Rayburn. Lender is hereby advised to full read this document and those of even date herewith and to seek independent legal counsel in the review thereof and for the legal representation of Lender. Lender specifically understands that Robert Rayburn does not represent Lender in this transaction or the documents related thereto. And, if Lender chooses not to seek independent legal counsel to represent Lender that Lender has done so with informed consent and knowingly waiving such representation.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL PLEDGE AGREEMENT. EACH PARTY AGREES TO THE TERMS HEREOF. BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS PROMISSORY NOTE.

BORROWER/GRANTOR:

Dickinson Theatres, Inc.

Midwest Cinema Group, Inc.

By: _____

Ronald J. Horton, President

By: _____

Ronald J. Horton, President

LENDER:

6801 West 107th, LLC

By: _____

JunAnn Horton, General Manager

United States Bankruptcy Court
District of Kansas

In re:
Dickinson Theatres, Inc.
Debtor

Case No. 12-22602-DLS
Chapter 11

CERTIFICATE OF NOTICE

District/off: 1083-2

User: knicole
Form ID: pdf020

Page 1 of 2
Total Noticed: 1

Date Rcvd: Dec 03, 2012

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 05, 2012.

db +Dickinson Theatres, Inc., 6801 W 107th Street, Overland Park, KS 66212-1825

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 05, 2012

Signature:



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 3, 2012 at the address(es) listed below:

Alicia C Davis on behalf of Creditor Spirit Master Funding LLC alicia.davis@lw.com
 Andrew F Whatnall on behalf of Creditor Debt Acquisition Co of America V, LLC
 awhatnall@daca4.com
 Benjamin Blaustein on behalf of Creditor Committee Unsecured Creditors Committee
 bblaustein@kelleydrye.com
 Brian M Holland on behalf of Creditor Little Rock Development Company, LLC
 bholland@lathropgage.com, stimper@lathropgage.com/mdscott@lathropgage.com
 Brian T. Fenimore on behalf of Creditor John W. Hartley, Jr. bfenimore@lathropgage.com,
 stimper@lathropgage.com/mdscott@lathropgage.com
 Bruce E. Strauss on behalf of Creditor First Community Bank bruce@merrickbakerstrauss.com,
 bestrauss@mbslaw.psemail.com
 Carl R. Clark on behalf of Interested Party Ron Horton Revocable Trust lclaw@lcdlaw.com,
 docket@docket2-lcecf.com/cclark@lcdlaw.com
 Cynthia F Grimes on behalf of Creditor Committee Unsecured Creditors Committee
 grimreb@gmail.com, cafrogley@aol.com
 Douglas Bacon on behalf of Creditor Spirit Master Funding LLC douglas.bacon@lw.com
 Eric R Wilson on behalf of Creditor Committee Unsecured Creditors Committee
 ewilson@kelleydrye.com
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TOTAL: 30