



SO ORDERED.

SIGNED this 31st day of December, 2012.

Dale L. Somers

Dale L. Somers
United States Bankruptcy Judge

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

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

**ORDER REGARDING MOTION BY DEBTOR SEEKING AUTHORITY
TO REJECT CERTAIN UNEXPIRED LEASES**
(Docket No. 24)

This matter comes before the Court on the Motion dated September 22, 2012, (the "Motion") (*Docket No. 24*), of Dickinson Theatres, Inc. (the "Debtor"), seeking authorization for the rejection of certain unexpired leases pursuant to 11 U.S.C. §365(a); after appropriate notice of the Motion having been provided to the United States Trustee for the District of Kansas, the Debtor's secured creditors, the twenty largest unsecured creditors, and the parties to the leases at issue; and it appearing that no other or further notice need be provided; and the Court after review of the Motion, a review of the record and being duly advised of the agreements among

Debtor and the various landlords; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED, ADJUDGED AND DECREED that the Debtor is authorized to assume the amended and restated lease for a movie theatre located at 501 North Main #102, Muskogee, Oklahoma 74401, commonly known as the Arrowhead Mall 10 Theatre (the "Arrowhead Lease"). A true and correct copy of the Amended and Restated Lease is attached hereto and incorporated herein as **Exhibit A**.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Stipulations¹ entered into between the parties, the Debtor shall have until the Effective Date² of the Amended Plan to determine whether to assume the lease that pertains to an operating movie theatre located at 1935 North Signal Butte, Mesa, Arizona 85209, commonly known as the Gateway 12 IMAX Theatre (the "Gateway Lease") and the lease that pertains to an operating movie theatre located at 17825 Chenal Parkway, Little Rock, Arkansas, commonly known as the Chenal 9 IMAX Theatre (the "Chenal Lease").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Debtor shall have until the Effective Date of the Amended Plan to determine whether to assume leases which pertain to an operating movie theatre located at 1500 East 11th Street, Hutchinson, Kansas 67504, commonly known as the Mall 8 Hutchinson Theatre (the "Hutchinson Lease") and to an operating movie theatre located at 3207 W. 12th Street, Hastings, Nebraska 68901, commonly known as the Imperial 3 Theatre (the "Hastings Lease"). Debtor and the landlord of the Hutchinson Lease and Hastings Lease (the "Hutchinson/Hastings Landlord") have been in negotiations for a possible modification of the Hutchinson Lease and the Hastings Lease, but

¹ See Docket No. 250, Docket No. 251 and Docket No. 252.

² Debtor proposes an Effective Date of January 15, 2013, pursuant to its Motion to Further Modify and Confirm First Amended and Restated Plan of Reorganization, as Modified (Docket No. 254), filed on December 13, 2012. *Docket #295*.

have not been able to finish those negotiations prior to the Confirmation Hearing. Debtor has requested the Hutchinson/Hastings Landlord enter into a Stipulation to extend the deadline to assume or reject the Hutchinson Lease and the Hastings Lease, and the Hutchinson/Hastings Landlord does not necessarily oppose entering into said stipulation. However, the Hutchinson/Hastings Landlord is awaiting authority from its lender and legal department to enter into the proposed stipulation. Accordingly, pursuant to Section 365(d)(4)(B)(i), and notwithstanding Article 8.1 of the Amended Plan and Exhibit A to the Amended Plan and Section 365(d)(4)(A) of the Bankruptcy Code, and for good cause shown, Debtor shall have until the Effective Date of the Amended Plan to determine whether to assume the Hutchinson Lease and the Hastings Lease.

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Order prepared by:

STINSON MORRISON HECKER LLP

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-and-

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EXHIBIT A

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Second Amendment") is entered into as of the 5th day of December, 2012 by and between Arrowhead Mall 2005, LLC, a Colorado limited liability company ("Landlord"), Dickinson Theatres, Inc., a Kansas corporation ("Tenant") and Midwest Cinema Group, Inc., a Kansas corporation ("Guarantor").

WITNESSETH:

WHEREAS, Warmack-Muskogee Limited Partnership ("Warmack-Muskogee"), as landlord, and Tenant entered into a Lease dated May 24, 2005, as guaranteed by Guarantor (the "2005 Lease"), pursuant to which Warmack-Muskogee leased to Tenant Space #102 consisting of approximately 32,463 square feet (the "Premises") in the Arrowhead Mall located at 501 N. Main Street, Muskogee, OK 74401 (the "Shopping Center"); as amended by a First Amendment to Lease dated February 25, 2009 (the "2009 Amendment") between Landlord, as successor-in-interest to Warmack-Muskogee, Tenant and Guarantor (the 2005 Lease and 2009 Amendment shall hereinafter collectively be referred to as the "Lease"); and

WHEREAS, the parties hereto now desire to modify Tenant's rental obligations, extend the Lease Term, and amend and modify the Lease as more fully hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the Premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Effective Date of First Amendment. The Effective Date of this First Amendment shall be November 1, 2012.
2. Extension Term. The Lease Term is currently scheduled to expire on May 31, 2015. The Lease Term is hereby extended for an additional period of forty-four (44) months, commencing on June 1, 2015 and ending on January 31, 2018 (the "2015-2018 Extension Term").
3. Base Rent. The Base Rent due and payable by Tenant, commencing November 1, 2012 and throughout the remaining Lease Term and the 2015-2018 Extension Term, shall be as follows:

Table with 3 columns: # Months, Dates, Base Rent. Rows include periods from 11/01/12-07/31/14 to 08/01/17-01/31/18 with corresponding monthly rent amounts.

- 4. Additional Rent. In addition to the Base Rent set forth above, Tenant shall continue to pay to Landlord certain operating expenses throughout the remaining Lease Term and the 2015-2018 Extension Term, as follows:

Common Area Maintenance: \$3,327.11 per month
Taxes: \$1,055.05 per month
Insurance: \$ 676.31 per month
Merchant Association: \$ 800.00 per month

Such amounts are current estimates and are subject to adjustment per the terms of the Lease. Additionally, Tenant shall continue to pay Landlord any and all other sums due under the Lease.

- 5. Percentage Rent. Notwithstanding anything in the Lease to the contrary, in the event that the gross sales (as defined in the Lease) made by Tenant upon the Premises during either of the semi-annual six (6) month periods of the Lease Term ending June and December are in excess of \$750,000, then Tenant will pay as "Additional Rental" hereunder a sum equal to ten percent (10%) of all gross sales in either semi-annual six month period in excess of \$750,000, if any.

6. Furniture, Fixtures and Equipment. Notwithstanding anything in the Lease to the contrary, at the expiration or earlier termination of the Lease, Landlord shall have the right, but not the obligation, to take possession of any or all of Tenant's shelving, decorations and trade fixtures ("FF&E") in the Premises. In the event of such an election, Landlord shall give Tenant written notice detailing which items Landlord desires to possess, and such FF&E shall become the property of Landlord on or before thirty (30) days following the expiration or earlier termination of the Lease. Notwithstanding the foregoing, this provision shall not apply to any property that is owned by an unrelated third party or leased from an unrelated third party, nor shall this provision create any Landlord right in any Tenant property if such property has been financed, or pledged, so as to be the subject of a security interest, or lien, held by any lender or other financing provider, unless and until such security interest or lien has been waived or released in writing by the lender or other financing provider.
7. Guarantor. Midwest Cinema Group, Inc., a Kansas corporation, as Guarantor of the Lease, acknowledges that the Guaranty applies to the Lease and any amendment, extension or renewal of the Lease, and any holdover term following the term of the Lease, or any expansion or reduction in the size of the Premises. Accordingly, by its signature below, Guarantor hereby confirms and ratifies in all respect the Guaranty as amended by this Second Amendment.

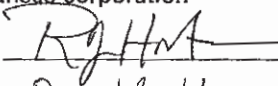
All capitalized terms used but not defined herein which are defined in the Lease shall have the same meaning herein as in the Lease. The phrase "Lease Term" whenever it appears in the Lease shall be deemed to include the original Lease Term and the 2015-2018 Extension Term.

With the exception of those terms and conditions specifically modified and amended herein, the Lease shall remain in full force and effect in accordance with all its terms and conditions. In the event of any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the Lease, the terms and provisions of this Second Amendment shall supersede and control.

This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment to Lease effective as of the day and year first above written.

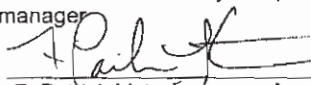
TENANT:
Dickinson Theatres, Inc.,
a Kansas corporation

By: 
Name: Ronald Horton
Title: President & CEO

Date: 12/10/12

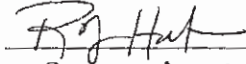
LANDLORD:
Arrowhead Mall 2005, LLC,
a Colorado limited liability company

By: Arrowhead Sub, LLC,
a Delaware limited liability company,
its manager

By: 
F. Patrick Listermann, as Agent for
Martin H. Herzog, its Manager

Date: 12/05/12

GUARANTOR:
Midwest Cinema Group, Inc.,
a Kansas corporation

By: 
Name: Ronald J Horton
Title: MANAGING Partner

Date: 12/10/12