



**SO ORDERED.**

**SIGNED this 15th day of January, 2013.**

*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. )

**THIRD 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 Debtor is authorized to assume the amended and restated leases for the movie theatres located at 1500 East 11th Street, Hutchinson, Kansas 67504, commonly known as the Mall 8 Hutchinson Theatre (the "Hutchinson Lease") and at 3207 W. 12<sup>th</sup> Street, Hastings, Nebraska 68901, commonly known as the Imperial 3 Theatre (the "Hastings Lease"). A true and correct copy of the Amended and Restated Lease for the Hutchinson Lease is attached hereto and incorporated herein as **Exhibit A**. A true and correct copy of the Amended and Restated Lease for the Hastings Lease is attached hereto and incorporated herein as **Exhibit B**.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Debtor will withdraw its motion to reject the lease with regard to the 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") and will assume both the Gateway Lease and the Chenal Lease.

###

**Order prepared by:**

STINSON MORRISON HECKER LLP

s/ Sharon L. Stolte  
Sharon L. Stolte, KS #14302  
Paul M. Hoffmann, KS Fed. Bar No. 70170  
Timothy M. Swanson, KS #24516  
1201 Walnut, Ste. 2900

Kansas City, MO 64106  
Tel.: (816) 691-2456  
Fax: (816) 412-9325  
sstolte@stinson.com  
phoffmann@stinson.com  
tswanson@stinson.com

*Reorganization Counsel for  
the Debtor and Debtor-in-Possession*

*-and-*

ROBERT J. RAYBURN, III,  
ATTORNEY AT LAW  
Robert J. Rayburn, III, KS #17102  
7400 W. 110th Street, Ste. 600  
Overland Park, KS 66210  
Tel.: (816) 215-5567  
Fax: (888) 685-2224  
robert@rayburngrp.com

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

## FIRST AMENDMENT TO LEASE

11<sup>th</sup>, 2013, by and between Rubloff Hutchinson Portfolio, L.L.C. and Dickinson Theatres, Inc.

### RECITALS:

A. Simon Property Group, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership ("Simon") and Crown Cinema Corporation ("Crown") entered into the Hutchinson Mall Lease dated September 29, 1994 (the "Lease") for the premises therein described and located in the shopping center commonly known as the Hutchinson Mall, Hutchinson, Kansas;

B. Crown (and Richard M. Durwood) assigned all of its right, title and interest as "Tenant" under the Lease to Hollywood Theaters, Inc., a Delaware corporation ("Hollywood") pursuant to the terms of an Assignment and Assumption Agreement dated November 1, 1996;

C. Hollywood assigned all of its right, title and interest as "Tenant" under the Lease to Dickinson, Inc. pursuant to the terms of an Assignment and Assumption Agreement dated October 2, 1997;

D. Dickenson Inc. assigned all of its right, title and interest as "Tenant" under the Lease to Dickenson Theaters, Inc. subsequent to October 2, 1997 ("Tenant");

E. Simon assigned all of its right, title and interest as "Landlord" under the Lease to Rubloff Hutchinson, L.L.C. pursuant to the provisions of an Assignment Agreement dated June 15, 2004;

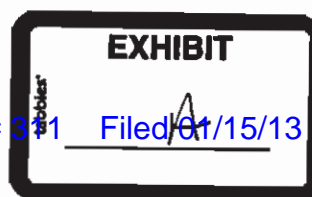
F. Rubloff Hutchinson, L.L.C. assigned all of its right, title and interest as "Landlord" under the Lease to Rubloff Hastings Portfolio, L.L.C. (hereinafter "Landlord") pursuant to the terms of an Assignment and Assumption Agreement dated September 29, 2006;

G. The parties desire to amend the Lease as hereinafter set forth.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. **Recitals; Definitions.** The Recitals are hereby incorporated, and capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

2. **Modification of Section 4.1 – Minimum Rent and Percentage Rent.** The fourth paragraph of Section 4.1 of the Lease is hereby amended and restated in its entirety, and a new fifth paragraph is added, all as follows:



A Minimum Annual Rent of \$14.00 per square foot of Store Floor Area, or Four Hundred Forty Two Thousand Nine Hundred Sixty and no/100 Dollars (\$442,960.00) per annum (based upon the approximated Store Floor Area set forth in Section 2.1 hereof), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon the fourteenth (14<sup>th</sup>) Lease Year of the Lease Term and continuing thereafter through and including January 31, 2013 (such monthly installment being hereinafter called the "Minimum Monthly Rent");

A Minimum Annual Rent of \$7.08 per square foot of Store Floor Area, or Two Hundred Twenty Four Thousand Eleven and 20/100 Dollars (\$224,011.20) per annum (based upon the approximated Store Floor Area set forth in Section 2.1 hereof), payable in equal monthly installments, in advance upon the first day of each and every month commencing upon February 1, 2013 and continuing thereafter through and including the last day of the last month of the twentieth (20<sup>th</sup>) Lease Year of the Lease Term (such monthly installment being hereinafter called the "Minimum Monthly Rent"); and

**3. Last Day of Term.** The parties acknowledge and agree that the last day of the twentieth (20<sup>th</sup>) Lease Year is January 31, 2016, and thus the term of the Lease shall end on January 31, 2016 pursuant to the provisions of Section 2.3 of the Lease.

**4. Warranty.** Tenant warrants to Landlord that Landlord is not in default under the terms of the Lease and that no event has occurred and no condition exists, that, with the giving of notice or lapse of time, or both, could constitute a default by Landlord under the Lease, and that Tenant has no claims or offsets against Landlord.

**5. Modification.** The parties agree that the terms and provisions of the Lease as amended hereby are in full force and effect, and the parties ratify same.

**6. Effectiveness.** This Amendment shall be effective as of the above date, even if executed thereafter.

**7. Bankruptcy Court Approval.** Notwithstanding any provision in this Amendment to the contrary, this Amendment is contingent upon the entry of an order in Case Number 12-22602 in the United States Bankruptcy Court for the District of Kansas approving Tenant's assumption of the Lease as amended hereby. In connection with such assumption and within ten days of such approval, Tenant agrees to pay Landlord the sum of \$48,893.54 to cure the pre-petition amounts currently outstanding.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Amendment as of the above date.


**LANDLORD:  
RUBLOFF HUTCHINSON PORTFOLIO, L.L.C.**

By: Rubloff Hutchinson, L.L.C.  
Its: Sole Member

By: Rubloff Development Group, Inc.  
Its: Member

WITNESS

Judith K. Rusby  
Kimberly J. Hill

By:   
Its: COO

**TENANT:  
DICKINSON THEATRES, INC.**

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Amendment as of the above date.

**LANDLORD:  
RUBLOFF HUTCHINSON PORTFOLIO, L.L.C.**

By: Rubloff Hutchinson, L.L.C.  
Its: Sole Member

By: Rubloff Development Group, Inc.  
Its: Member

WITNESS

Judith K. Rusby  
Kimberly J. Hill

By: [Signature]  
Its: COO

**TENANT:  
DICKINSON THEATRES, INC.**

WITNESS

[Signature]  
Altha Blankenship

By: [Signature]  
Its: President & COO



STATE OF Illinois )  
COUNTY OF Winnebago )ss.

BEFORE ME the undersigned Notary Public in and for said county personally appeared Zachary R. Kautson, to me known to be COO of Rubloff Development Group, Inc., Member of Rubloff Hastings, L.L.C., Sole Member of Rubloff Hastings Portfolio, L.L.C. and whose signature is affixed to the foregoing as Landlord, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 17<sup>th</sup> day of January, 2013.

[Signature]  
Notary Public



STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

BEFORE ME the undersigned Notary Public in and for said county personally appeared \_\_\_\_\_ to me known to be \_\_\_\_\_ of Dickinson Theatres, Inc., a Kansas corporation, and the identical person whose signature is affixed to the foregoing as Tenant, and he/she, being first duly sworn, acknowledged execution of the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public



STATE OF Illinois )  
COUNTY OF Winnebago )ss.

BEFORE ME the undersigned Notary Public in and for said county personally appeared Zachary R. Knutson, to me known to be COO of Rubloff Development Group, Inc., Member of Rubloff Hastings, L.L.C., Sole Member of Rubloff Hastings Portfolio, L.L.C. and whose signature is affixed to the foregoing as Landlord, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 11<sup>th</sup> day of January, 2013.

[Signature]  
Notary Public

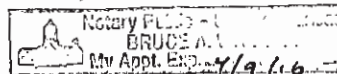


STATE OF KS )  
COUNTY OF Johnson )SS

BEFORE ME the undersigned Notary Public in and for said county personally appeared Ronald J. Horton to me known to be President & CEO of Dickinson Theatres, Inc., a Kansas corporation, and the identical person whose signature is affixed to the foregoing as Tenant, and he/she, being first duly sworn, acknowledged execution of the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 14<sup>th</sup> day of January, 2013.

[Signature]  
Notary Public



## FOURTH AMENDMENT TO LEASE

**THIS FOURTH AMENDMENT TO LEASE** (“Amendment”) is made effective as of January 11<sup>th</sup>, 2013, by and between Rubloff Hastings Portfolio, L.L.C. and Dickinson Theatres, Inc.

### RECITALS:

A. Rubloff Hastings, L.L.C. (“Rubloff”) and Main Street Theatres, Inc. (“Main Street”) entered into a Standard Shopping Center Lease dated June 30, 2000, First Amendment to Lease dated February 1, 2002, and Second Amendment to Lease dated June 15, 2004 (collectively the “Original Lease”) for the premises therein described and located in the shopping center commonly known as the Imperial Mall, Hastings, Nebraska;

B. Main Street assigned all of its right, title and interest as “Tenant” under the Lease to Dickinson Theatres, Inc. (hereinafter “Tenant”) on or about May 19, 2006;

C. Rubloff assigned all of its right, title and interest as “Owner” under the Lease to Rubloff Hastings Portfolio, L.L.C. (“hereinafter “Owner”) on or about September 29, 2006;

D. Owner and Tenant entered into the Third Amendment to Lease dated February 1, 2011 (the Original Lease and Third Amendment to Lease are collectively referred to as the “Lease”);

E. The parties desire to amend the Lease as hereinafter set forth.

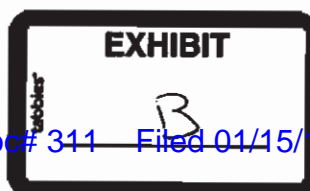
**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. **Recitals; Definitions.** The Recitals are hereby incorporated, and capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

2. **Modification of Section 2.01 – Minimum Rent.** Section 2.01 of the Lease is hereby modified to provide that commencing February 1, 2013, the minimum rent payable by Tenant to Owner shall be the sum of \$4,583.34 payable in advance upon the first day of each calendar month of each lease year for the remaining term of the Lease.

3. **Warranty.** Tenant warrants to Owner that Owner is not in default under the terms of the Lease and that no event has occurred and no condition exists, that, with the giving of notice or lapse of time, or both, could constitute a default by Owner under the Lease, and that Tenant has no claims or offsets against Owner.

4. **Modification.** The parties agree that the terms and provisions of the Lease as amended hereby are in full force and effect, and the parties ratify same.



5. **Effectiveness.** This Amendment is effective as of the above date, even if executed thereafter.

6. **Bankruptcy Court Approval.** Notwithstanding any provision in this Amendment to the contrary, this Amendment is contingent upon the entry of an order in Case Number 12-22602 in the United States Bankruptcy Court for the District of Kansas approving Tenant's assumption of the Lease as amended hereby. In connection with such assumption and within ten days of such approval, Tenant agrees to pay Owner the sum of \$13,096.87 to cure the pre-petition amounts currently outstanding.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the above date.

**OWNER:  
RUBLOFF HASTINGS PORTFOLIO, L.L.C.**

By: Rubloff Hastings, L.L.C.  
Its: Sole Member

By: Rubloff Development Group, Inc.  
Its: Member

WITNESS

Judith K. Purby  
Kennedy Miller

By: [Signature]  
Its: (00)

**TENANT:  
DICKINSON THEATRES, INC.**

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

5. **Effectiveness.** This Amendment is effective as of the above date, even if executed thereafter.

6. **Bankruptcy Court Approval.** Notwithstanding any provision in this Amendment to the contrary, this Amendment is contingent upon the entry of an order in Case Number 12-22602 in the United States Bankruptcy Court for the District of Kansas approving Tenant's assumption of the Lease as amended hereby. In connection with such assumption and within ten days of such approval, Tenant agrees to pay Owner the sum of \$13,096.87 to cure the pre-petition amounts currently outstanding.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the above date.

**OWNER:**  
**RUBLOFF HASTINGS PORTFOLIO, L.L.C.**

By: Rubloff Hastings, L.L.C.  
Its: Sole Member

By: Rubloff Development Group, Inc.  
Its: Member

WITNESS

Judith K. Prisky  
Kemaly Miller

By: [Signature]  
Its: [Signature]

**TENANT:**  
**DICKINSON THEATRES, INC.**

WITNESS

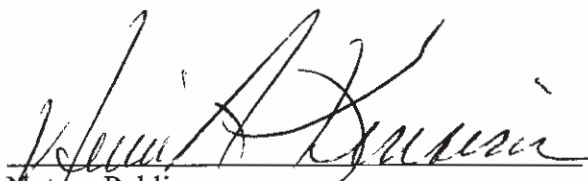
[Signature]  
Altha Blankenship

By: [Signature]  
Its: President / CEO

STATE OF Illinois )  
COUNTY OF Winnebago )ss.

BEFORE ME the undersigned Notary Public in and for said county personally appeared Zachary R. Knutson, to me known to be COO of Rubloff Development Group, Inc., Member of Rubloff Hastings, L.L.C., Sole Member of Rubloff Hastings Portfolio, L.L.C. and whose signature is affixed to the foregoing as Owner, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 1<sup>st</sup> day of January, 2013.

  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS



BEFORE ME the undersigned Notary Public in and for said county personally appeared \_\_\_\_\_ to me known to be \_\_\_\_\_ of Dickinson Theatres, Inc., a Kansas corporation, and the identical person whose signature is affixed to the foregoing as Tenant, and he/she, being first duly sworn, acknowledged execution of the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public



STATE OF Illinois )  
 )ss.  
COUNTY OF Winnebago )

BEFORE ME the undersigned Notary Public in and for said county personally appeared Zachary R. Kautson, to me known to be COO of Rubloff Development Group, Inc., Member of Rubloff Hastings, L.L.C., Sole Member of Rubloff Hastings Portfolio, L.L.C. and whose signature is affixed to the foregoing as Owner, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 1<sup>st</sup> day of January, 2013.

[Signature]  
Notary Public

STATE OF KS )  
 )SS  
COUNTY OF Johnson )



BEFORE ME the undersigned Notary Public in and for said county personally appeared Ronald J. Horton to me known to be President & CEO of Dickinson Theatres, Inc., a Kansas corporation, and the identical person whose signature is affixed to the foregoing as Tenant, and he/she, being first duly sworn, acknowledged execution of the same to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 14<sup>th</sup> day of January, 2013.

[Signature]  
Notary Public

