

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

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

**NOTICE OF
(A) ENTRY OF ORDER CONFIRMING DEBTOR'S FIRST AMENDED AND
RESTATED PLAN OF REORGANIZATION, (B) OCCURRENCE OF
EFFECTIVE DATE, AND (C) BAR DATE FOR FILING CERTAIN CLAIMS**

1. Confirmation Of The Plan. On December 28, 2012 (the "Confirmation Date"), the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") entered its Findings of Fact, Conclusions of Law, and Order Confirming the Debtor's First Amended and Restated Plan of Reorganization (the "Confirmation Order") confirming that certain First Amended and Restated Plan of Reorganization, as modified (the "Plan"). Unless otherwise defined herein, capitalized terms used in this Notice shall have the meaning ascribed to such terms in the Plan. Copies of the Confirmation Order and Plan are publicly available by accessing the Bankruptcy Court's website, www.ksb.uscourts.gov, for a nominal charge (a PACER account is required), or by written request to counsel for Debtor identified below free of charge.

2. Effective Date. On January 15, 2013, the Effective Date of the Plan occurred.

3. Injunction. Except as otherwise expressly provided for in the Plan or the Confirmation Order and to the fullest extent authorized or provided by the Bankruptcy Code, including Sections 524 and 1141 thereof, the entry of the Confirmation Order shall, provided that the Effective Date occurs, permanently enjoin all Persons that have held, currently hold or may hold a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is Impaired or terminated pursuant to the terms of the Plan from taking any of the following actions against Debtor, Reorganized Debtor or its Property on account of any such discharged Claims, debts or liabilities or such terminated Interests or rights: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (b) enforcing, levying, attaching, collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order; (c) creating, perfecting or enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind; (d) asserting any setoff, offset, right of subrogation or recoupment of any kind, directly or indirectly, against any debt, liability or obligation due to Debtor or Reorganized Debtor; and (e) proceeding in any manner in any place whatsoever,

including employing any process, that does not conform to or comply with or is inconsistent with the provisions of the Plan.

4. Released Claims. As of the Effective Date, the Confirmation Order shall constitute an injunction permanently enjoining any Person that has held, currently holds or may hold a Claim, demand, debt, right, Cause of Action or liability that is released pursuant to Section 11.4 and 11.5 of the Plan from enforcing or attempting to enforce any such Claim, demand, debt, right, Cause of Action or liability against (a) Debtor, (b) Reorganized Debtor, or (c) any Released Party, or any of their respective property, based on, arising from or relating to, in whole or in part, any act, omission, or other occurrence taking place on or prior to the Effective Date with respect to or in any way relating to the Chapter 11 Case, all of which claims, demands, debts, rights, Causes of Action or liabilities shall be deemed released on and as of the Effective Date; provided, however, that this injunction shall not apply to (a) any claims Creditors may assert under the Plan to enforce their rights thereunder to the extent permitted by the Bankruptcy Code or (b) any claims Creditors or other third parties may have against each other, which claims are not related to Debtor and Reorganized Debtor, it being understood, however, that any defenses, offsets or counterclaims of any kind or nature whatsoever which the Debtor may have or assert in respect of any of the claims of the type described in (a) or (b) of this paragraph are fully preserved.

5. Discharge of Claims and Termination of Interests. To the fullest extent permitted by applicable law (including, without limitation, Section 105 of the Bankruptcy Code), and except as otherwise provided in the Plan or in the Confirmation Order, all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge and release of, all Claims of any nature whatsoever against the Debtor or any of its assets or property, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims. Upon the Effective Date, and except as expressly contemplated in the Plan, Debtor shall be deemed discharged and released under Section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, debts (as such term is defined in Section 101(12) of the Bankruptcy Code), liens, security interests, and encumbrances of and against all property of the Estate, Debtor, or Reorganized Debtor that arose prior to the Effective Date, including, without limitation, all debts of the kind specified in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) such Claim has been Allowed pursuant to Section 502 of the Bankruptcy Code, or (ii) the Holder of such Claim has voted to accept the Plan.

6. Discharge of Debtor. As of the Effective Date, all entities, including, without limitation, all Claimholders and Interestholders, shall be barred and enjoined from asserting against Debtor or Reorganized Debtor, its successors or its property, any other or further Claims, debts, rights, Causes of Action, liabilities or Interests relating to Debtor based upon any act, omission, transaction or other activity of any nature that occurred prior to the Effective Date, except for those obligations expressly created by, or reserved in, the Plan. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order is a judicial determination of discharge of all such Claims and other debts and liabilities against Debtor, pursuant to Sections 524 and 1141 of the Bankruptcy Code, and such discharge and termination shall void any judgment obtained against Debtor or Reorganized

Debtor at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

7. Exculpation. Neither Debtor nor Reorganized Debtor shall have or incur any liability to any Person, including, without limitation, any Claimholders or Interestholders or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or affiliates or any of their successors or assigns, for: (a) any act taken or omission made in connection with, relating to, or arising out of, the Chapter 11 Case; (b) filing, negotiating, prosecuting, administering, formulating, implementing, confirming or consummating the Plan; or (c) the Property to be distributed under the Plan, including all activities leading to the promulgation and confirmation of the Plan, the Disclosure Statement (including any information provided or statement made in the Disclosure Statement or omitted therefrom), or any contract, instrument, release or other agreement or document created in connection with or related to the Plan or the administration of the Debtor or the Chapter 11 Case; provided, however, that the foregoing exculpation shall not apply to any act of fraud, gross negligence or willful misconduct.

8. The Hartley Release and Related Injunctive Relief. Pursuant to Section 11.5 of the Plan, on the Effective Date, the Hartley Released Parties shall be forever released of all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, Avoidance Actions, and Causes of Action relating in any way to the Hartley Trust Unsecured Claim, the Debtor, the Reorganized Debtor, or the Plan. From and after the Effective Date, the Debtor, Reorganized Debtor, Ronald J. Horton (both in his individual capacity and as Trustee of the Ronald J. Horton Revocable Trust under Agreement dated May 26, 2005), the Committee, and all Persons who hold Claims or Interests are permanently enjoined from (a) commencing, continuing, or prosecuting any judicial, administrative, or other action or proceeding, whether directly, indirectly, derivatively, or otherwise, to recover any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities that are the subject of the Hartley Release; (b) seeking to subordinate the Hartley Trust Unsecured Claims, except to the extent a portion of that Claim is expressly subordinated in the Plan; or (c) taking any action, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan against the Hartley Released Parties.

9. Releases by Claimholders and Interestholders. Effective as of the Effective Date, and except as otherwise provided in the Plan or the Confirmation Order, in consideration for the obligations of Debtor or Reorganized Debtor under the Plan and the payments, contracts, instruments, releases, agreements or documents to be delivered in connection with the Plan, each Claimholder or Interestholder and any Affiliate of any such Claimholder or Interestholder (as well as any trustee or agent on behalf of each such Claimholder or Interestholder) that either affirmatively voted in favor of the Plan or is deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code, shall be deemed to have forever waived, released and discharged Debtor, Reorganized Debtor, and each of their respective present or former directors, affiliates, officers, employees, attorneys, accountants, underwriters, investment bankers, professionals, financial advisors and agents (acting in such capacity), from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities, whether for tort, contract, violations of federal or state securities laws or otherwise, or whether liquidated or unliquidated, fixed or contingent, matured

or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to Debtor or the Plan that such entity has, had or may have against such released parties (excluding claims based on fraud, gross negligence or willful misconduct); provided, however, that the foregoing provision will not impact, modify or limit the ability of any such party to take any defensive measure, including, without limitation, as to impleading any party into such matter, necessary to respond to any litigation, adversary proceeding or other proceeding that may be brought by any other party-in-interest to the bankruptcy proceeding or in relation thereto, as necessary to fully and properly protect its interests.

10. Bar Dates

(a) **Administrative Claims Bar Date.** All requests for payment of an Administrative Claim (other than those of Professionals and those arising out of Section 503(b)(9) of the Bankruptcy Code) must be filed with the Bankruptcy Court, and served on counsel for the Debtor **no later than thirty (30) days after the Effective Date** (the "Administrative Claims Bar Date"). Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without need for any objection by the Debtor or the Reorganized Debtor. The Debtor or the Reorganized Debtor may settle an Administrative Claim without further Bankruptcy Court approval. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim which is paid or payable in the ordinary course of business.

(b) **Bar Date for Professionals.** Applications for compensation for services rendered and reimbursement of expenses incurred by Professionals (a) from the Petition Date through the Effective Date, or (b) at any time during the Chapter 11 Case, when such compensation is sought pursuant to Sections 503(b)(2) through (b)(5) of the Bankruptcy Code, shall be filed **no later than thirty (30) days after the Effective Date** (the "Professionals' Claims Bar Date"). Applications that are not timely filed will not be considered by the Bankruptcy Court.

(c) **Rejection Claims and Bar Date.** Claims arising out of the rejection of any executory contract or unexpired lease pursuant to Section 8.2 of the Plan must be filed with the Bankruptcy Court, **no later than thirty (30) calendar days** after the entry of an order rejecting such executory contract or unexpired lease, including, as applicable, the Confirmation Order (the "Rejection Claims Bar Date"). Any Claim not filed within such time period shall be forever barred and shall not be enforceable against Debtor, Reorganized Debtor or the Estate or properties. Reorganized Debtor shall have the exclusive right to object to any Claim arising out of the rejection of an executory contract or unexpired lease pursuant to Section 9.7 of the Plan.

Dated: January 17, 2013

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