

SO ORDERED.

SIGNED this 15th day of January, 2013.

Dale L. Somers

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS

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

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

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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. 12th 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.

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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

DB04/0773874 0018/7588302.1 DD02

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

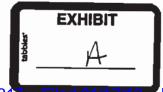
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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is made as of January 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. <u>Recitals</u>; <u>Definitions</u>. The Recitals are hereby incorporated, and capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.
- 2. <u>Modification of Section 4.1 Minimum Rent and Percentage Rent.</u> 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 (14th) 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 (20th) 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 (20th) 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. <u>Warranty</u>. 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.** <u>Modification</u>. 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. <u>Bankruptcy Court Approval.</u> 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. Sole Member Its: By: Rubloff Development Group, Inc. Its: Member WITNESS enterly level **TENANT:** DICKINSON THEATRES, INC. **WITNESS** By: _____

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

.....

Ite: (1)2

TENANT:

DICKINSON THEATRES, INC.

WATNESS

WITNESS

Ву: _

Its: President

STATE OF Illinois
STATE OF Dinas)ss. COUNTY OF Winashage)
BEFORE ME the undersigned Notary Public in and for said county personally appeared
Zachay R. Kuntsan, to me known to be (00 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
Motary Public OFFICIAL SEAL DENICE A. KRUSEMEIER
STATE OF
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 Dilinois
COUNTY OF Winashers) STATE OF Dinashers Stat
BEFORE ME the undersigned Notary Public in and for said county personally appeared
Zachan R. Kuntsan, to me known to be 000 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
18th day of January, 2013.
Notary Public
OFFICIAL SEAL DENICE A. KRUSEMEIER Notary Public, State of Illinois My Commission Expires 12/09/15
STATE OF KS Notary Public, State of Illinois My Commission Expires 12/09/15 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
he 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 Notavial Seal this
day of January, 2013.
Notary Public
Nothing FLLD - Land

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Amendment") is made effective as of January 1972, 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. <u>Modification of Section 2.01 Minimum Rent</u>. 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. <u>Warranty</u>. 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. <u>Modification</u>. 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.



- Effectiveness. This Amendment is effective as of the above date, even if 5. executed thereafter.
- 6. Bankruptcy Court Approval. Notwithstanding any provision in this g d

Number 12-22602 in the United States Tenant's assumption of the Lease as an	Bankruptonended her agrees to	contingent upon the entry of an order in Casetcy Court for the District of Kansas approving ereby. In connection with such assumption and to pay Owner the sum of \$13,096.87 to cure the
IN WITNESS WHEREOF, the parties	OWN	NER: BLOFF HASTINGS PORTFOLIO, L.L.C.
	By: Its:	Rubloff Hastings, L.L.C. Sole Member
WITNESS		By: Rubloff Development Group, Inc. Its: Member
Jedith K. Prisby Kenberg lender		By:
		NANT: KINSON THEATRES, INC.
WITNESS		
	Ву: _	
	Its:	

- 5. <u>Effectiveness</u>. This Amendment is effective as of the above date, even if executed thereafter.
- 6. <u>Bankruptey Court Approval.</u> 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

TENANT:

DICKINSON THEATRES, INC.

WITNESS

WITNESS

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STATE OF Illinois
COUNTY OF Winne bage)
BEFORE ME the undersigned Notary Public in and for said county personally appeared
Tackan/ R. Khutson, to me known to be (00) 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 day of fallule , 2013.
STATE OF) SS COUNTY OF) OFFICIAL SEAL DENICE A. KRUSEMEIER Notary Public, State of Illinois My Commission Expires 12/09/15
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 Winnehazer))ss.
BEFORE ME the undersigned Notary Public in and for said county personally appeared
Tackan 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 day of fallul, 2013.
STATE OF STA
BEFORE ME the undersigned Notary Public in and for said county personally appeared
Ronald J. Herton 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
he 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 January, 2013.
Bhurt
Notary Public
Notary Public - Cro of Kensaco BRUCE A. L. J. My Appt. Exp. 46 / 2 / 4 / 4 / 4 / 4 / 4 / 4 / 4 / 4 / 4

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: susan Page 1 of 2 Date Rcvd: Jan 15, 2013 Form ID: pdf020 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 17, 2013.

sp +Robert J Rayburn, III, 7400 W 110th Street, Suite 600, Overland Park, KS 66210-2360

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 $^{\prime +\prime}$ 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: Jan 17, 2013 Sign

: Joseph Spections

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District/off: 1083-2 User: susan Page 2 of 2 Date Rcvd: Jan 15, 2013

Form ID: pdf020 Total Noticed: 1

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 15, 2013 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 bruces@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 Jennifer D Raviele on behalf of Creditor Committee Unsecured Creditors Committee jraviele@kelleydrye.com Joseph A DiPietro on behalf of U.S. Trustee U.S. Trustee joseph.a.dipietro@usdoj.gov Joyce Owen on behalf of U.S. Trustee U.S. Trustee joyce.owen@usdoj.gov, ustpregion20.wi.ecf@usdoj.gov Lisa R. Wetzler on behalf of Creditor Board of County Commissioners of Johnson County Kansas Lisa.Wetzler@jocogov.org Lori Lewis on behalf of Creditor Maricopa County Treasurer lewis101@mcao.maricopa.gov Michael D. Fielding on behalf of Creditor Hawthorn Bank michael.fielding@huschblackwell.com, karen.shackelford@huschblackwell.com;Tricie.Loudon@huschblackwell.com;susan.williams@huschblackwe 11.com on behalf of Debtor Dickinson Theatres, Inc. phoffmann@stinson.com on behalf of Creditor Hartley's Executive Cleaners, Inc. Paul M. Hoffmann Robert D. Maher rmaher@mcdowellrice.com, jcummings@mcdowellrice.com
Ronald M Tucker on behalf of Creditor Simon Property Group, Inc. rtucker@simon.com, cmartin@simon.com;psummers@simon.com;Bankruptcy@simon.com Scott B Haines on behalf of Creditor Arrowhead Mall 2005, LLC sbhaines@martinpringle-kc.com Scott M. Brinkman on behalf of Creditor Spirit Master Funding LLC sbrinkman@bscr-law.com Sharon L. Stolte
on behalf of Debtor Dickinson Theatres, Inc. sstolte@stinson.com
Steven J Woolley
Susan L Lissant
on behalf of Creditor Ballantyne Strong, Inc. stevewoolley@mgwl.com
Susan L Lissant
on behalf of Creditor Missouri Department of Revenue ks@dor.mo.gov Susan P DeCoursey on behalf of Creditor Marks Nelson Vohland Campbell Radetic, LLC sdecoursey@cmplaw.net, gpappas@cmplaw.net;jdavis@cmplaw.net Thomas M. Mullinix on behalf of Creditor Jack Waters TMM@evans-mullinix.com, jeff@evans-mullinix.com;denise@evans-mullinix.com Timothy M Swanson on behalf of Debtor Dickinson Theatres, Inc. tswanson@stinson.com U.S. Trustee ustpregion20.wi.ecf@usdoj.gov
W. Rick Griffin on behalf of Creditor NR 14 LLC wrgriffin@martinpringle.com,
mmcortez@martinpringle.com.wedwards@martinpringle.com

Wesley F. Smith on behalf of Creditor Peoples Bank wsmith@stevensbrand.com,

jackerman@stevensbrand.com;mcarroll@stevensbrand.com

TOTAL: 30