EXHIBIT A TO APPLICATION

(Wilson Affidavit)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS

In re:	
	Chapter 11
Dickinson Theaters, Inc.,	-
	Case No. 12-22602 (DLS)
Debtor.	

AFFIDAVIT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

Eric R. Wilson ("Affiant"), being first duly sworn on oath, states as follows

- 1. I am a member of the law firm of Kelley Drye & Warren LLP ("Kelley Drye"), which maintains offices at 101 Park Avenue, New York, New York 10178. I am an attorney admitted to practice in New York and California.
- 2. I am familiar with the matters set forth herein and make this affidavit in support of the Application of the Official Committee of Unsecured Creditors (the "Committee") of Dickinson Theatres, Inc. (the "Debtor") for authorization to retain and employ Kelley Drye, nunc pro tunc to October 4, 2012, as counsel to the Committee in the above-captioned case.

KELLEY DRYE'S QUALIFICATIONS

3. Kelley Drye and its attorneys are duly qualified to perform all functions that are required in relation to their proposed employment as lead counsel to the Committee.

KELLEY DRYE'S DISINTERESTEDNESS

4. Based on the information available to me, Kelley Drye and its attorneys are disinterested parties as defined in 11 U.S.C. 101(14), and neither hold nor represent any interest adverse to the Debtor, the Debtor's estate, or the Committee on the matters upon which

they are to be engaged, except as set forth in paragraphs 11 and 12 below, and their employment would be in the best interest of the Debtor's estate.

5. Based on the information available to me, neither Kelley Drye nor its attorneys have any connections with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the Office of the United States Trustee for Region 20 or any person employed in such office, except as set forth in paragraphs 11 and 12 below.

KELLEY DRYE'S DISCLOSURE PROCEDURES

- 6. To prepare this affidavit (the "Affidavit"), I prepared a list of key persons and entities involved in this case (the "Search List") from information obtained from the Debtor's bankruptcy petition materials, the list of largest unsecured creditors, discussions with counsel for the Debtor, and the various pleadings that were filed with this Court. The Search List is attached hereto as Exhibit 1. Kelley Drye then compared the Search List with the information contained in the conflict check systems and adverse party indexes currently maintained by Kelley Drye (the "Conflict System").
- 7. The Conflict System is designed to include every matter on which the firm is now or has been engaged, sorted by which entity the firm is now or has been engaged by, and, in each instance, listing the identity of related parties and adverse parties and the attorneys in the firm who are knowledgeable about the matter. It is the policy of Kelley Drye that a new matter may only be opened within the firm after completing and submitting, to those charged with maintaining the conflict check system and adverse party index, the information necessary to check each such matter for conflicts, including the identity of the prospective client and related adverse parties. Kelley Drye maintains and systematically updates the Conflict System in the regular course of the firm's business, and it is the regular practice of the firm to make and maintain these records.

DISCLOSURES OF KELLEY DRYE'S CONNECTIONS

- 8. I reviewed any client connections to this case where Kelley Drye had represented the client within the past two years to determine whether Kelley Drye has any interest adverse to the Debtor's estate. I have identified the connections between Kelley Drye and the persons and entities on the Search List. I have further determined that, with respect to each connection between Kelley Drye and such parties, Kelley Drye does not have an interest adverse to the Debtor's estate and appears to have never represented the Debtor.
- 9. I further sent an email to each member of Kelley Drye to verify whether each member had other connections to this case. As a result of my inquiry, I determined, to the best of my knowledge, that no member of Kelley Drye holds a direct or indirect equity interest in the Debtor or has a right to acquire such an interest, or any claim or debt of the Debtor. No member of Kelley Drye is or has been, within two years from the date of the filing of the Debtor's petition, a director, an officer, or employee of the Debtor. No member of Kelley Drye is in control of the Debtor or is a relative of a general partner, director, officer, or person in control of the Debtor. No member of Kelley Drye nor Kelley Drye itself is a general or limited partner in a partnership or limited liability corporation in which the Debtor is also a general or limited partner.
- 10. Kelley Drye does not currently represent the Debtor or any of its affiliates, partners, or subsidiaries, and Kelley Drye will not undertake such representation its engagement as lead counsel to the Committee.
- 11. The Committee and the Debtor are aware that Kelley Drye represents, or has represented in the past, the following creditors, and/or their parents, subsidiaries, and affiliates, in matters wholly unrelated to this case: 20th Century Fox Film Corporation, APS/BERK, AT&T, CH NEC Corp., CBS, Coca-Cola Company, IMAX Corporation, MCI,

Movietickets.com, Inc., Paramount Pictures Corporation, Time Warner, Inc., Travelers
Insurance, ServiceMaster Company, Siemens, Simon Property Group, Sony Corporation, United
Parcel Service, Universal Film, Walt Disney Company, and Warner Bros. In 2011, each of these
entities accounted for less than 1% of Kelley Drye's collected revenue. Kelley Drye will not
represent any of these entities in this case.

- 12. The Committee and the Debtor are also aware that prior to Kelley Drye's retention as counsel to the Committee, Kelley Drye represented Cinedigm Digital Cinema Corp. ("Cinedigm") and Gregory Greenfield & Associates, Ltd. ("GGA") in this case. In 2011, each of these entities accounted for less than 1% of Kelley Drye's collected revenue. Immediately following Kelley Drye's retention by the Committee on October 4, 2012, Kelley Drye (a) established an ethical wall between Kelley Drye professionals representing the Committee and those professionals representing Cinedigm and/or GGA and (b) transitioned the representation of Cinedigm and GGA in this case to new counsel. As of the date of this Affidavit, Kelley Drye no longer represents Cinedigm or GGA in this case.
- 13. Kelley Drye does not have a claim against or any other interest materially adverse to the interest of the Debtor or its estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason. The Debtor has consented to Kelley Drye's representation of the Committee in this case.
- 14. Further, Kelley Drye may have represented, may currently represent and may, in the future, represent other entities not currently known to Kelley Drye who may be creditors of the Debtor in matters wholly unrelated to this case. I understand that there is a continuing duty to disclose any adverse interest and change in disinterestedness, and will

therefore continue to search conflicts as I learn of additional key stakeholders and other parties in interest in these cases. If those searches result in information warranting disclosure, Kelley Drye will disclose such information to the Court, the Debtor, and the United States Trustee by filing a supplemental affidavit.

KELLEY DRYE'S RATES AND BILLING PRACTICES

- 15. Kelley Drye proposes to charge the Committee for its professional services on an hourly basis at its ordinary and customary hourly rates in effect on the date services are rendered, as such rates may be adjusted from time to time.
- 26. Kelley Drye's disbursement policies pass through all out of pocket expenses at actual cost, or an estimated actual cost when the actual cost is difficult to determine. For example, with respect to duplication charges, Kelley Drye will charge \$0.10 per page because the actual cost is difficult to determine. Similarly, as it relates to computerized research, Kelley Drye believes that it does not make a profit on that service as a whole, although the cost of any particular search is difficult to ascertain. Other reimbursable expenses (whether the service is performed by Kelley Drye in-house or through a third party vendor) include, but are not limited to, facsimiles, toll calls, secretarial overtime, overtime meals, deliveries, court costs, cost of food at meetings, transcript fees, travel, and clerk fees.
 - 17. Kelley Drye's fee structure proposed in this case is reasonable.
- 18. No promises have been received by Kelley Drye nor any member, counsel, or associate thereof as to payment or compensation in connection with this case, other than in accordance with the provisions set forth herein. Kelley Drye has no agreement with any other entity to share with such entity any compensation received by Kelley Drye or by such entity.

I declare under penalty of perjury that, to the best of my knowledge, and after reasonable inquiry, the foregoing is true and correct.

Executed this 16th day of October, 2012

Eric R. Wilson

Exhibit 1 to Wilson Affidavit

(Conflicts Search List)

Debtor

Dickinson Theatres, Inc.

Creditors Holding Secured Claims

People's Bank First Community Bank Hawthorn Bank 6801 West 107th, LLC

Creditors Holding Unsecured Non-Priority Claims

A T & T

AT&T (ARKANSAS)

A T & T LONG DISTANCE

A+ FIRE & SAFETY

ACCENT LIGHTING INC.

ACCURATE MECHANICAL & PLUMBING

ADMIRAL PEST CONTROL

ADVANCE TERMITE & PEST CNTRL

AIRGAS

Alarm Monitoring, Inc.

ALLIED WASTE SERVICES #

ALL-WIRE, LLC

AMERICAN FUN FOOD CO.

AMERICAN PAPER & TWINE CO.

AMERICAN WASTE CONTROL, INC.

AMERIPEST.US

ANTEATER EXTERMINATING, INC.

APS

ARANDA JANITORIAL SERVICES

ATMSS

BALLANTYNE STRONG INC.

BECK MECHANICAL INC.

BENNETT UNIFORM MFG., INC.

BETCO SCAFFOLDS

BEVERAGE CARBONATION SERV.CORP

BOMAN ELECTRIC, LLC

BTC BROADBAND

CARTRIDGE WORLD WICHITA

CBS FILMS, INC

CENTERPOINT ENERGY

CENTRAL ARKANSAS SECURITY

CENTRAL MECHANICAL SERV. INC.

CFM DISTRIBUTORS, INC.

CHENAL CINEMAS, LLC

CHRISTIE DIGITAL SYSTEMS INC.

CINEMA SCENE

CITY OF BLUE SPRINGS UTILITY

CITY OF EMPORIA

CITY OF JUNCTION CITY

CITY OF MESA

CITY OF SHAWNEE

CITY OF WICHITA

COCA-COLA

COCA-COLA BOTTLING CO.

COCA-COLA BOTTLING FL/ ARK

COCA-COLA BTLG OF MID-AMERICA

COMMERCIAL TRADE SERVICES, LLC

CUSTOM FACILITY SERVICES, LLC

DATASAT DIGITAL ENTERTAINMENT, formerly: Beaufort Calif. Inc.

DELUXE ECHOSTAR LLC

DICKINSON THEATRE-IMPERIAL 3

DICKINSON THEATRE- PENN SQUARE

DICKINSON THEATRE-PALM VALLEY

DICKINSON THEATRES- GATEWAY 12

DICKINSON THEATRES-WESTSIDE 4

DICKINSON THEATRES-ARROWHEAD

DICKINSON THEATRES-BLUE SPRGS8

DICKINSON THEATRES-EASTGLEN16

DICKINSON THEATRES-FLINTHILLS8

DICKINSON THEATRES-GR. MALL 16

DICKINSON THEATRES-MALL8 HUTCH

DICKINSON THEATRES-NORTHGLEN14

DICKINSON THEATRES-NORTHROCK14

DICKINSON THEATRES-PALAZZO

DICKINSON THEATRES-STARWORLD20

DICKINSON THEATRES-WESTGLEN 18

DOCTOR'S LAWN & LANDSCAPE, INC

DRAKE PLUMBING CO.

ENTERGY

ERIK WEAVER

EXTREME LIGHTING SUPPLY, INC.

FIRST DEFENSE EXTINGUISHER CO.

FOCUS FEATURES

GOLD MEDAL PRODUCTS

GRAINGER

GRANITE TELECOMMUNICATIONS

GREAT PLAINS COCA-COLA

HAMCO KANSAS CITY, INC.

HARKNESS SCREENS LTD

HARTLEYS EXECUTIVE CLEANERS

HARVEST GRAPHICS

HEARTLAND TECHNOLOGY SOLUTION

HEMMERT ELECTRIC

ICE MASTERS INC.-KC

IMAX CORPORATION

INLAND ELECTRIC CO., INC.

INTERSTATE ELECTRICAL SUPPLY

J & J LOCKSMITH SERVICE

JOHNSON COUNTY WASTEWATER

JOHNSTONE SUPPLY OF LENEXA

KANSAS CITY POWER & LIGHT CO.

KANSAS FIRE EQUIPMENT CO.INC

KANSAS GAS SERVICE

KCMO WATER SERV. DEPT

KENTON BROTHERS, INC.

KIMAK PEST MANAGEMENT, INC.

KORNIS ELECTRIC SUPPLY INC.

LACHELLE SPENCER

LAZER RUNNER (CANADA) INC.

LEAVENWORTH MALL, LLC

LEE'S SUMMIT WATER UTILITIES

LIBERTY UTILITIES

LIGHTING, INC.

LIONS GATE

LOVE BOTTLING CO.

LYD ELECTRIC, LLC

M & H GAS INC.

M & S PLUMBING, HTG & A/C, INC

MARKET FORCE INFORMATION, INC.

MAXIM SECURITY ALARM SERV.INC.

MCI

METROPOLITAN FIRE EXTINGUISHER

MID-AMERICA WHOLESALE, INC.

MIDDLETON HEAT & AIR

MILLER'S PRO-CUT

MISSOURI GAS ENERGY

MNK, INC. JANITORIAL SERVICES

MODERN AIR CONDITIONING INC.

MOVIE AD CORP.

NEC FINANCIAL SERVICES, LLC

NR14, LLC

NUCO2 LLC

OKLAHOMA NATURAL GAS CO.

PARKS & SONS OF SUN CITY, INC.

PATRIOT MECHANICAL LLC

PAUL'S CLEANING SERVICE

PENN SQUARE MALL, LP

PRIZE PROPERTIES IV, LLC

PROCTOR DISTRIBUTING CO., INC

PROGRESSIVE ELECTRONICS, INC

PROTECTION ONE

QUALITY PLUMBING, INC.

REAL D

REGENCY OFFICE PRODUCTS, LLC

RENFRO ELECTRIC INCORPORATED

RETRIEVER SOFTWARE, INC.

RML DISTRIBUTION DOMESTIC, LLC

RON-CO PLUMBING

RUBLOFF HUTCHINSON, LLC

SADLER PAPER COMPANY

SCHEDULE SOURCE, INC.

SCHIFMAN, REMLEY & ASSOC., INC

SEAMLESS DATA SYSTEMS

SERVICEMASTER CLEAN

SHOOTING STAR MAINTENANCE, LLC

SIEMENS INDUSTRY, INC.

SIMPLEX GRINNELL LP

SOS PEST CONTROL, INC.

SOURCE ONE

SOUTHWEST GAS

SPEARHEAD FIRE EQUIPMENT CO.

SPECTRUM SOUNDS & PRODUCTIONS

SPIRIT MASTER FUNDING IV, LLC

SRP

STRONG TECHNICAL SERVICES, INC

SUNBELT LANDSCAPE MANAGEMENT

TECHNICAL CINEMA SERVICES

TECHNICOLOR, INC,

THE ICEE COMPANY

TIME WARNER CABLE

TRESKO. INC-KANSAS CITY

TRI CITY COFFEE SERVICE

UNITED CHEMICAL & SUPPLIES

UNITED PARCEL SERVICE

UTILITY BILLING SERVICES

VISTAR

VOSS LIGHTING

WAGNON CONSTRUCTION, INC.

WASTE MANAGEMENT OF

WATERONE

WATTS UP

WESTAR ENERGY

WESTAR ENERGY

WOODWARD'S DISPOSAL SERV, INC.

WORLDWIDE TICKET & LABEL

Counterparties to Executory Contracts and Unexpired Leases

Arrowhead Mall 10 Theatre

Arrowhead Mall 2005, LLC

Blue Springs 8 Theatre

Prize Properties, LLC

Chenal 9 Imax Theatre

Little Rock Development Company, LLC

Corporate Creation Network

Eastglen 16 Theatre

Spirit Master Funding, LLC

Flinthills 8 Theatre

The Flinthills Mall, LLC

Gateway 12 Imax Theatre

CTW-Superstition Gateway East, LLC

Great Mall 16 Theatre

Great Olath Center, LLC

Imperial 3 Theatre

Rubloff Hasting LLC

The Corporation Company, Inc

Corpdirect Agents

Leavenworth Theatre

Leavenworth Plaza Associates LP

Mall 8 Hutchinson Theatre

Simon Property Group LP

MS Management Associates Inc

Northglen 14 Theatre

Spirit Master Funding LLC

Northrock 14 Theatre

NR 14, LLC

Palazzo Theatre 16

Palm Valley 14 Theatre

Penn Square 10 Theatre

Penn Square Limited Partnership

Port Arthur Central Mall 10 Theatre

Central Mall Joint Venture Limited Partnership

Warmack and Company, LLC

Starworld 20 Theatre

Westglen 18 Theatre

Oak Meadows LLC

Westide 4 Theatre

Bramlage Investments Inc

20th Century Fox Film Corporation

Overture Films LLC

Paramount Pictures Corporation

Sony Pictures Releasing Corporation

Summit Distribution, LLC

Universal Film Exchanges LLP

Vivendi Entertainment

Universal Music Group Distribution Corp.

Walt Disney Studios

The Walt Disney Company

Warner Bros, Distributing Inc

IMAX Corporation

Olathe Christian School, INC

Allied Services, LLC/ Allied Waste Services of Kansas city

CDF2 Holdings, LLC

Cinedigm Digital Cinema Corp.

Coca-Cola Refreshments USA, Inc

First Community Bank

Hawthorn Bank

MailFinance Inc

The ICEE Company

MovieTickets.com, Inc.

National Cinemedia, Inc.

Peoples Bank

Real D, Inc

Vistar Corporation

Hartley Executive Cleaning

NEC

Midwest Cinema Group

Travelers Insurance

CBS Films, Inc

Focus Features

- Cus i catules

Freestyle Releasing

IDP Films

Liongsgate Films

Open Road Film

Relativity Media

Roadside Attractions

Rocky Mountains Films

The Weinstein Company

Deluxe Ecostar, LLC

Technicolor, Inc.

Other Parties

APS

Aranda Janitorial Services

Cinema Scene

Custom Facility Services, LLC

Equitable - Flinthills Mall

Focus Features

Great Plains Metro Mall

Hartley Executive Cleaners

Kansas City Power & Light

Leavenworth Mall, LLC

Lions Gate

NR14, LLC

Penn Square Mall, LP

Prize Properties IV, LLC

Real D

Robloff Hutchinson, LLC

Source One

Spirit Master Funding IV, LLC

SRP

Strong Technical Services, Inc

The ICEE Company

Vistar

Arizona Cinema, LLC

Chenal Cinema, LLC

Mesa Cinema, LLC

Midwest Cinema Group, Inc.

Palazzo 16 Theatres, LLC

Ronald J. Horton

EXHIBIT B TO APPLICATION

(Blaustein Affidavit)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF KANSAS

In re:	
	Chapter 11
Dickinson Theaters, Inc.,	1
	Case No. 12-22602 (DLS)
Debtor.	

AFFIDAVIT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

Benjamin Blaustein ("Affiant"), being first duly sworn on oath, states as follows

- I am an associate with the law firm of Kelley Drye & Warren LLP ("Kelley Drye"), which maintains offices at 101 Park Avenue, New York, New York 10178. I am an attorney admitted to practice in New York.
- 2. I am familiar with the matters set forth herein and make this affidavit in support of the Application of the Official Committee of Unsecured Creditors (the "Committee") of Dickinson Theatres, Inc. (the "Debtor") for authorization to retain and employ Kelley Drye, nunc pro tunc to October 4, 2012, as counsel to the Committee in the above-captioned case.

KELLEY DRYE'S QUALIFICATIONS

3. Kelley Drye and its attorneys are duly qualified to perform all functions that are required in relation to their proposed employment as lead counsel to the Committee.

KELLEY DRYE'S DISINTERESTEDNESS

4. Based on the information available to me, Kelley Drye and its attorneys are disinterested parties as defined in 11 U.S.C. 101(14), and neither hold nor represent any interest adverse to the Debtor, the Debtor's estate, or the Committee on the matters upon which

they are to be engaged, except as set forth in paragraphs 11 and 12 below, and their employment would be in the best interest of the Debtor's estate.

5. Based on the information available to me, neither Kelley Drye nor its attorneys have any connections with the Debtor, its creditors, any other party in interest, their respective attorneys and accountants, the Office of the United States Trustee for Region 20 or any person employed in such office, except as set forth in paragraphs 11 and 12 below.

KELLEY DRYE'S DISCLOSURE PROCEDURES

- 6. To prepare this affidavit (the "Affidavit"), I prepared a list of key persons and entities involved in this case (the "Search List") from information obtained from the Debtor's bankruptcy petition materials, the list of largest unsecured creditors, discussions with counsel for the Debtor, and the various pleadings that were filed with this Court. The Search List is attached hereto as Exhibit 1. Kelley Drye then compared the Search List with the information contained in the conflict check systems and adverse party indexes currently maintained by Kelley Drye (the "Conflict System").
- 7. The Conflict System is designed to include every matter on which the firm is now or has been engaged, sorted by which entity the firm is now or has been engaged by, and, in each instance, listing the identity of related parties and adverse parties and the attorneys in the firm who are knowledgeable about the matter. It is the policy of Kelley Drye that a new matter may only be opened within the firm after completing and submitting, to those charged with maintaining the conflict check system and adverse party index, the information necessary to check each such matter for conflicts, including the identity of the prospective client and related adverse parties. Kelley Drye maintains and systematically updates the Conflict System in the regular course of the firm's business, and it is the regular practice of the firm to make and maintain these records.

DISCLOSURES OF KELLEY DRYE'S CONNECTIONS

- 8. I reviewed any client connections to this case where Kelley Drye had represented the client within the past two years to determine whether Kelley Drye has any interest adverse to the Debtor's estate. I have identified the connections between Kelley Drye and the persons and entities on the Search List. I have further determined that, with respect to each connection between Kelley Drye and such parties, Kelley Drye does not have an interest adverse to the Debtor's estate and appears to have never represented the Debtor.
- 9. I further sent an email to each member of Kelley Drye to verify whether each member had other connections to this case. As a result of my inquiry, I determined, to the best of my knowledge, that no member of Kelley Drye holds a direct or indirect equity interest in the Debtor or has a right to acquire such an interest, or any claim or debt of the Debtor. No member of Kelley Drye is or has been, within two years from the date of the filing of the Debtor's petition, a director, an officer, or employee of the Debtor. No member of Kelley Drye is in control of the Debtor or is a relative of a general partner, director, officer, or person in control of the Debtor. No member of Kelley Drye nor Kelley Drye itself is a general or limited partner in a partnership or limited liability corporation in which the Debtor is also a general or limited partner.
- 10. Kelley Drye does not currently represent the Debtor or any of its affiliates, partners, or subsidiaries, and Kelley Drye will not undertake such representation its engagement as lead counsel to the Committee.
- 11. The Committee and the Debtor are aware that Kelley Drye represents, or has represented in the past, the following creditors, and/or their parents, subsidiaries, and affiliates, in matters wholly unrelated to this case: 20th Century Fox Film Corporation, APS/BERK, AT&T, CH NEC Corp., CBS, Coca-Cola Company, IMAX Corporation, MCI,

Movietickets.com, Inc., Paramount Pictures Corporation, Time Warner, Inc., Travelers Insurance, ServiceMaster Company, Siemens, Simon Property Group, Sony Corporation, United Parcel Service, Universal Film, Walt Disney Company, and Warner Bros. In 2011, each of these entities accounted for less than 1% of Kelley Drye's collected revenue. Kelley Drye will not represent any of these entities in this case.

- 12. The Committee and the Debtor are also aware that prior to Kelley Drye's retention as counsel to the Committee, Kelley Drye represented Cinedigm Digital Cinema Corp. ("Cinedigm") and Gregory Greenfield & Associates, Ltd. ("GGA") in this case. In 2011, each of these entities accounted for less than 1% of Kelley Drye's collected revenue. Immediately following Kelley Drye's retention by the Committee on October 4, 2012, Kelley Drye (a) established an ethical wall between Kelley Drye professionals representing the Committee and those professionals representing Cinedigm and/or GGA and (b) transitioned the representation of Cinedigm and GGA in this case to new counsel. As of the date of this Affidavit, Kelley Drye no longer represents Cinedigm or GGA in this case.
- 13. Kelley Drye does not have a claim against or any other interest materially adverse to the interest of the Debtor or its estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason. The Debtor has consented to Kelley Drye's representation of the Committee in this case.
- 14. Further, Kelley Drye may have represented, may currently represent and may, in the future, represent other entities not currently known to Kelley Drye who may be creditors of the Debtor in matters wholly unrelated to this case. I understand that there is a continuing duty to disclose any adverse interest and change in disinterestedness, and will

therefore continue to search conflicts as I learn of additional key stakeholders and other parties in interest in these cases. If those searches result in information warranting disclosure, Kelley Drye will disclose such information to the Court, the Debtor, and the United States Trustee by filing a supplemental affidavit.

KELLEY DRYE'S RATES AND BILLING PRACTICES

- 15. Kelley Drye proposes to charge the Committee for its professional services on an hourly basis at its ordinary and customary hourly rates in effect on the date services are rendered, as such rates may be adjusted from time to time.
- 26. Kelley Drye's disbursement policies pass through all out of pocket expenses at actual cost, or an estimated actual cost when the actual cost is difficult to determine. For example, with respect to duplication charges, Kelley Drye will charge \$0.10 per page because the actual cost is difficult to determine. Similarly, as it relates to computerized research, Kelley Drye believes that it does not make a profit on that service as a whole, although the cost of any particular search is difficult to ascertain. Other reimbursable expenses (whether the service is performed by Kelley Drye in-house or through a third party vendor) include, but are not limited to, facsimiles, toll calls, secretarial overtime, overtime meals, deliveries, court costs, cost of food at meetings, transcript fees, travel, and clerk fees.
 - 17. Kelley Drye's fee structure proposed in this case is reasonable.
- 18. No promises have been received by Kelley Drye nor any member, counsel, or associate thereof as to payment or compensation in connection with this case, other than in accordance with the provisions set forth herein. Kelley Drye has no agreement with any other entity to share with such entity any compensation received by Kelley Drye or by such entity.

I declare under penalty of perjury that, to the best of my knowledge, and after reasonable inquiry, the foregoing is true and correct.

Executed this 16th day of October, 2012.

Benjamin Blaustein

Exhibit 1 to Blaustein Affidavit

(Conflicts Search List)

Debtor

Dickinson Theatres, Inc.

Creditors Holding Secured Claims

People's Bank First Community Bank Hawthorn Bank 6801 West 107th, LLC

Creditors Holding Unsecured Non-Priority Claims

A T & T

AT&T (ARKANSAS)

A T & T LONG DISTANCE

A+ FIRE & SAFETY

ACCENT LIGHTING INC.

ACCURATE MECHANICAL & PLUMBING

ADMIRAL PEST CONTROL

ADVANCE TERMITE & PEST CNTRL

AIRGAS

Alarm Monitoring, Inc.

ALLIED WASTE SERVICES #

ALL-WIRE, LLC

AMERICAN FUN FOOD CO.

AMERICAN PAPER & TWINE CO.

AMERICAN WASTE CONTROL, INC.

AMERIPEST.US

ANTEATER EXTERMINATING, INC.

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ARANDA JANITORIAL SERVICES

ATMSS

BALLANTYNE STRONG INC.

BECK MECHANICAL INC.

BENNETT UNIFORM MFG., INC.

BETCO SCAFFOLDS

BEVERAGE CARBONATION SERV.CORP

BOMAN ELECTRIC, LLC

BTC BROADBAND

CARTRIDGE WORLD WICHITA

CBS FILMS, INC

CENTERPOINT ENERGY

CENTRAL ARKANSAS SECURITY

CENTRAL MECHANICAL SERV. INC.

CFM DISTRIBUTORS, INC.

CHENAL CINEMAS, LLC

CHRISTIE DIGITAL SYSTEMS INC.

CINEMA SCENE

CITY OF BLUE SPRINGS UTILITY

CITY OF EMPORIA

CITY OF JUNCTION CITY

CITY OF MESA

CITY OF SHAWNEE

CITY OF WICHITA

COCA-COLA

COCA-COLA BOTTLING CO.

COCA-COLA BOTTLING FL/ ARK

COCA-COLA BTLG OF MID-AMERICA

COMMERCIAL TRADE SERVICES, LLC

CUSTOM FACILITY SERVICES, LLC

DATASAT DIGITAL ENTERTAINMENT, formerly: Beaufort Calif. Inc.

DELUXE ECHOSTAR LLC

DICKINSON THEATRE-IMPERIAL 3

DICKINSON THEATRE-PENN SQUARE

DICKINSON THEATRE-PALM VALLEY

DICKINSON THEATRES- GATEWAY 12

DICKINSON THEATRES-WESTSIDE 4

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DICKINSON THEATRES-WESTGLEN 18

DOCTOR'S LAWN & LANDSCAPE, INC

DRAKE PLUMBING CO.

ENTERGY

ERIK WEAVER

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FIRST DEFENSE EXTINGUISHER CO.

FOCUS FEATURES

GOLD MEDAL PRODUCTS

GRAINGER

GRANITE TELECOMMUNICATIONS

GREAT PLAINS COCA-COLA

HAMCO KANSAS CITY, INC.

HARKNESS SCREENS LTD

HARTLEYS EXECUTIVE CLEANERS

HARVEST GRAPHICS

HEARTLAND TECHNOLOGY SOLUTION

HEMMERT ELECTRIC

ICE MASTERS INC.-KC

IMAX CORPORATION

INLAND ELECTRIC CO., INC.

INTERSTATE ELECTRICAL SUPPLY

J & J LOCKSMITH SERVICE

JOHNSON COUNTY WASTEWATER

JOHNSTONE SUPPLY OF LENEXA

KANSAS CITY POWER & LIGHT CO.

KANSAS FIRE EQUIPMENT CO.INC

KANSAS GAS SERVICE

KCMO WATER SERV. DEPT

KENTON BROTHERS, INC.

KIMAK PEST MANAGEMENT, INC.

KORNIS ELECTRIC SUPPLY INC.

LACHELLE SPENCER

LAZER RUNNER (CANADA) INC.

LEAVENWORTH MALL, LLC

LEE'S SUMMIT WATER UTILITIES

LIBERTY UTILITIES

LIGHTING, INC.

LIONS GATE

LOVE BOTTLING CO.

LYD ELECTRIC, LLC

M & H GAS INC.

M & S PLUMBING, HTG & A/C, INC

MARKET FORCE INFORMATION, INC.

MAXIM SECURITY ALARM SERV.INC.

MCI

METROPOLITAN FIRE EXTINGUISHER

MID-AMERICA WHOLESALE, INC.

MIDDLETON HEAT & AIR

MILLER'S PRO-CUT

MISSOURI GAS ENERGY

MNK, INC. JANITORIAL SERVICES

MODERN AIR CONDITIONING INC.

MOVIE AD CORP.

NEC FINANCIAL SERVICES, LLC

NR14, LLC

NUCO2 LLC

OKLAHOMA NATURAL GAS CO.

PARKS & SONS OF SUN CITY, INC.

PATRIOT MECHANICAL LLC

PAUL'S CLEANING SERVICE

PENN SQUARE MALL, LP

PRIZE PROPERTIES IV, LLC

PROCTOR DISTRIBUTING CO., INC

PROGRESSIVE ELECTRONICS, INC

PROTECTION ONE

QUALITY PLUMBING, INC.

REAL D

REGENCY OFFICE PRODUCTS, LLC

RENFRO ELECTRIC INCORPORATED

RETRIEVER SOFTWARE, INC.

RML DISTRIBUTION DOMESTIC, LLC

RON-CO PLUMBING

RUBLOFF HUTCHINSON, LLC

SADLER PAPER COMPANY

SCHEDULE SOURCE, INC.

SCHIFMAN, REMLEY & ASSOC., INC

SEAMLESS DATA SYSTEMS

SERVICEMASTER CLEAN

SHOOTING STAR MAINTENANCE, LLC

SIEMENS INDUSTRY, INC.

SIMPLEX GRINNELL LP

SOS PEST CONTROL, INC.

SOURCE ONE

SOUTHWEST GAS

SPEARHEAD FIRE EQUIPMENT CO.

SPECTRUM SOUNDS & PRODUCTIONS

SPIRIT MASTER FUNDING IV, LLC

SRP

STRONG TECHNICAL SERVICES, INC

SUNBELT LANDSCAPE MANAGEMENT

TECHNICAL CINEMA SERVICES

TECHNICOLOR, INC,

THE ICEE COMPANY

TIME WARNER CABLE

TRESKO. INC-KANSAS CITY

TRI CITY COFFEE SERVICE

UNITED CHEMICAL & SUPPLIES

UNITED PARCEL SERVICE

UTILITY BILLING SERVICES

VISTAR

VOSS LIGHTING

WAGNON CONSTRUCTION, INC.

WASTE MANAGEMENT OF

WATERONE

WATTS UP

WESTAR ENERGY

WESTAR ENERGY

WOODWARD'S DISPOSAL SERV, INC.

WORLDWIDE TICKET & LABEL

Counterparties to Executory Contracts and Unexpired Leases

Arrowhead Mall 10 Theatre

Arrowhead Mall 2005, LLC

Blue Springs 8 Theatre

Prize Properties, LLC

Chenal 9 Imax Theatre

Little Rock Development Company, LLC

Corporate Creation Network

Eastglen 16 Theatre

Spirit Master Funding, LLC

Flinthills 8 Theatre

The Flinthills Mall, LLC

Gateway 12 Imax Theatre

CTW-Superstition Gateway East, LLC

Great Mall 16 Theatre

Great Olath Center, LLC

Imperial 3 Theatre

Rubloff Hasting LLC

The Corporation Company, Inc

Corpdirect Agents

Leavenworth Theatre

Leavenworth Plaza Associates LP

Mall 8 Hutchinson Theatre

Simon Property Group LP

MS Management Associates Inc

Northglen 14 Theatre

Spirit Master Funding LLC

Northrock 14 Theatre

NR 14, LLC

Palazzo Theatre 16

Palm Valley 14 Theatre

Penn Square 10 Theatre

Penn Square Limited Partnership

Port Arthur Central Mall 10 Theatre

Central Mall Joint Venture Limited Partnership

Warmack and Company, LLC

Starworld 20 Theatre

Westglen 18 Theatre

Oak Meadows LLC

Westide 4 Theatre

Bramlage Investments Inc

20th Century Fox Film Corporation

Overture Films LLC

Paramount Pictures Corporation

Sony Pictures Releasing Corporation

Summit Distribution, LLC

Universal Film Exchanges LLP

Vivendi Entertainment

Universal Music Group Distribution Corp.

Walt Disney Studios

The Walt Disney Company

Warner Bros, Distributing Inc

IMAX Corporation

Olathe Christian School, INC

Allied Services, LLC/ Allied Waste Services of Kansas city

CDF2 Holdings, LLC

Cinedigm Digital Cinema Corp.

Coca-Cola Refreshments USA, Inc

First Community Bank

Hawthorn Bank

MailFinance Inc

The ICEE Company

MovieTickets.com, Inc.

National Cinemedia, Inc.

Peoples Bank

Real D, Inc

Vistar Corporation

Hartley Executive Cleaning

NEC

Midwest Cinema Group

Travelers Insurance

CBS Films, Inc

Focus Features

Freestyle Releasing

IDP Films

Liongsgate Films

Open Road Film

Relativity Media

Roadside Attractions

Rocky Mountains Films

The Weinstein Company

Deluxe Ecostar, LLC

Technicolor, Inc.

Other Parties

APS

Aranda Janitorial Services

Cinema Scene

Custom Facility Services, LLC

Equitable - Flinthills Mall

Focus Features

Great Plains Metro Mall

Hartley Executive Cleaners

Kansas City Power & Light

Leavenworth Mall, LLC

Lions Gate

NR14, LLC

Penn Square Mall, LP

Prize Properties IV, LLC

Real D

Robloff Hutchinson, LLC

Source One

Spirit Master Funding IV, LLC

SRP

Strong Technical Services, Inc

The ICEE Company

Vistar

Arizona Cinema, LLC

Chenal Cinema, LLC

Mesa Cinema, LLC

Midwest Cinema Group, Inc.

Palazzo 16 Theatres, LLC

Ronald J. Horton