

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS
KANSAS CITY DIVISION**

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

**FIRST AMENDED AND RESTATED DECLARATION PURSUANT TO FED. R.
BANKR. P. 2014 AND D. KAN. LBR 2014.1 OF PAUL M. HOFFMANN**

I, PAUL M. HOFFMANN, do state and declare as follows:

1. I am an attorney at law and a partner in the firm of Stinson Morrison Hecker LLP ("Stinson"). I have read the foregoing Application for Employment of Stinson As Primary Reorganization Counsel for the Debtor (the "Application"), and, to the best of my knowledge, all the facts stated therein are true and correct.

2. The attorneys of Stinson who will provide services to the Debtors in these cases are attorneys duly admitted and qualified to practice law before the United States Bankruptcy Court for the District of Kansas.

3. Stinson, its partners, associates and paraprofessionals, are experienced in matters of bankruptcy, insolvency, corporate reorganization, debtor/creditor, and in the representation of debtors, creditors, creditors' committees and trustees in cases, proceedings and matters under the Bankruptcy Code and are well qualified to represent debtors, creditors, creditors' committees and trustees in such cases, proceedings and matters.

4. Except as described herein, and based on the conflict inquiry process described herein, both Stinson and I are a "disinterested person" within the meaning of 11 U.S.C. §101(14).

5. Except as described herein, and based on the conflict inquiry process described herein, both Stinson and I do not hold or represent an interest adverse to Debtor's estate

6. Except as described herein, and based on the conflict inquiry process described herein, Stinson and I have no connections with Debtor, creditors, any other party-in-interest, their respective attorneys and accountants, and United States Trustee, or any person employed in the office of the United States Trustee.

7. The inquiry made to determine that Stinson and I are disinterested persons and do not hold or represent an interest adverse to the estate is the standard conflict of interest inquiry process that is routinely used by Stinson. It involves identifying the client and all potential

adverse parties, then checking those names against a database of clients and adverse parties maintained by Stinson. In addition, all Stinson attorneys are sent an email with the name of the potential client and adverse parties, and invited to contact me with any questions or comments about the potential representation.

8. Based on the conflict inquiry process just described, Stinson and I have identified the following connections:

a. Stinson's predecessor, Morrison & Hecker LLP, previously represented Debtor in a Chapter 11 case filed in this Bankruptcy Court on October 2, 2000, Case No. 00-22852 (the "Previous Bankruptcy Case"). Judge Julie A Robinson initially presided, and Judge Janice Miller Karlin ultimately presided, over the Debtor's Previous Bankruptcy Case. Debtor confirmed a plan of reorganization on January 25, 2001. The Previous Bankruptcy Case was closed on September 27, 2003.

b. Prior to and after the Previous Bankruptcy Case, Stinson generally represented Debtor on a variety of matters. However, the amount of work performed by Stinson for Debtor materially decreased, and was relatively insignificant, for 2010 and 2011. During the year prior to commencement of this case, and outside of the compensation paid in contemplation of or in connection with this case which is discussed below, Stinson received a payment of \$1,706.17 on January 5, 2012 and a payment of \$50.00 on July 3, 2012.

c. The compensation paid, or agreed to be paid after one year before the commencement of this case for services rendered or to be rendered in contemplation of or in connection with this case was \$92,655.50. The source of such compensation was retainers paid by Debtor prior to commencement of such work. After application of the retainers, Stinson will continue to hold \$7,344.50 in its trust account subject to further order of the Court.

d. Ron Horton, the sole owner of Debtor, is a current client of Stinson. However, Stinson will not represent Mr. Horton on any matters involving Debtor.

e. Stinson has performed work and has ongoing work related to the Debtor for the following client: Great Olathe Center, LLC. However, Stinson will not represent either the Debtor or this client in matters directly adverse to the other party.

f. Stinson has performed work and has ongoing work unrelated to the Debtor for the following clients who may be creditors or other parties in interest in this case: Peoples Bank, Hawthorne Bank, First Community Bank, and Kansas City Power & Light. Stinson will not represent either the Debtor or any of these clients in matters directly adverse to the other party.

9. After the Amended Schedules were filed by Debtor on October 16, 2012, Stinson performed another conflicts check based on the conflict inquiry process identified above, and Stinson and I have identified the following additional connections: Stinson has performed work

and has ongoing work unrelated to the Debtor for the following clients who may be creditors or other parties in interest in this case: A-1 Sewer; Alpha Fire Protection; CenturyLink; Chubb Group of Insurance Companies; Ernst & Young; Johnson Controls; Simon Property Group; Sprint; AT&T; City of Blue Springs; City of Wichita; City of Mesa; Coca-Cola Company; Kansas Gas Service; MCI; Source One; Technicolor; Time Warner Cable; United Parcel Service; Vistar; Waste Management; and Westar Energy. Stinson will not represent either the Debtor or any of these clients in matters directly adverse to the other party.

10. I understand the continuing duty to disclose any adverse interest and change in disinterestedness. Moreover, because Debtor has hundreds of creditors and other relationships, and Stinson is a large firm with thousands of current and former clients, Stinson and I are unable to state with certainty that every client representation or other connection of Stinson has been disclosed. In this regard, if Stinson or I discover additional information that requires disclosure, Stinson and I will file supplemental disclosures with the Court.

10. I understand that the Court's approval of the Stinson Application is not approval of any proposed terms of compensation and that, under §328(a), the court may allow compensation on terms different from those proposed.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

DATED: October 31, 2012

s/ Paul M. Hoffmann