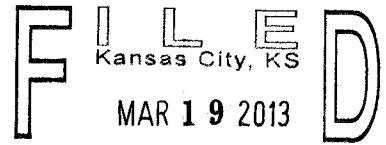


IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS



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

RESPONSE TO OBJECTION TO CLAIM

HERE COMES NOW, Hartley's Executive Cleaners, Inc. (hereinafter "Hartley's" or "Respondent"), responding to the Debtor's Objection to Claim and Notice to Claimant. In support of its Response, Hartley's respectfully shows this Court the following:

BACKGROUND FACTS

1. Hartley's has provided cleaning services to Dickinson since around 1991.
2. On or about January 23, 2008, Hartley's entered into an agreement with Petitioner Dickinson Theatres, Inc. (hereinafter "Dickinson" or "Petitioner") for cleaning services to be performed for several movie theaters owned by Dickinson.
3. On or about February 12, 2009, this agreement was amended to add several theaters to the original agreement. The amended agreement contained an "evergreen" clause that provided that the contract would be extended every year unless a party would give "written notice, as described herein, of termination at least ninety days prior to such anniversary date." A copy of the agreement, as amended, is hereby attached as Exhibit A (hereinafter the "Agreement"), incorporated by reference herein.
4. Section 2 of the Agreement provides, in part, that "in the event the client terminates this agreement for any reason other than non-performance, as described above, Client agrees to pay an amount equal to the total minimum sum stated in the pricing schedule multiplied by the number of months remaining under this agreement."

5. On June 4, 2012, Hartley's was informed by Dickinson that it was demanding that Hartley's revise the contract price or Dickinson would simply replace Hartley effective immediately. Mr. Horton of Dickinson suggested that he would personally inspect every theater every day to find a reason to terminate Hartley for "nonperformance."

6. Mr. Horton further stated that Dickinson would enter into a new proposal with Hartley's if Hartley's would reduce its rates and release Dickinson from the lease agreement at the Blue Springs Theatre (despite it being owned by a different entity).

7. Hartley's continued to perform its required services and even went above and beyond our contract obligations. To understand this fully will require a little explanation of how theatres are cleaned. The majority of theatre auditoriums are cleaned using a backpack blower (similar to a leaf blower). The volume of popcorn, candy and general trash that is thrown on the floor by patrons leaves one with no option, but to use a blower to get all the trash out from the nooks and crannies found in a theater and below the seats. The scope of work included this as part of the janitorial cleaning of these auditoriums, but did not include carpet or hard surface cleaning (extraction type) services.

8. When the carpets are not cleaned in a theatre (Dickinson had not cleaned its carpets for almost 2 years in most of the Dickinson theatres), the floors get extremely sticky. This sticky floor makes the standard method of cleaning almost impossible and candy, popcorn and general trash tend to stick on the carpet instead of freely moving when blown. The lack of carpet cleaning required additional time and manpower to sweep/vacuum areas of the auditorium that would normally be blown. Not only does this create a problem for the cleaning crew, it also affects the customer's perception of the theatre as sticky floors discourage people from returning and increased complaints. Dickinson was unwilling to have Hartley's perform carpet cleaning to help resolve both issues.

9. Hartley's, as a measure of good faith, then took it upon itself to provide over \$10,000.00 worth of carpet cleaning services in six of the theatres Dickenson operates. Hartley's never submitted a bill for these services.

10. Hartley's bills on a monthly cycle and only after services are provided.

Starting early in 2012, Dickinson started paying late, which forced Hartley's to request payment numerous times, including past due bills. This process continued until payment completely stopped and we were not able to get any payments from Dickinson for services provided in July. We continued to provide cleaning services in good faith knowing the volume of trash the summer holidays created was tremendous and would be a disaster for the theatre if the buildings were not cleaned. In August, when Hartley's again demanded payment from Dickinson for past due, Dickinson was only willing to offer a partial payment.

11. Hartley's contacted Dickinson on August 30, 2012 to discuss this possibility of payment, including partial payment as long as a guarantee of payment or security of payment was made. Dickinson informed Hartley's that Dickinson would secure another cleaning service and that it would lock Hartley's out of the buildings. No reason was given over the phone or subsequently in writing, per the contract terms. Hartley's indicated that it stood ready and willing to provide the cleaning services per the contract, but Dickinson refused to respond to any inquiries.

12. Section 2 of the Agreement contains the provisions regarding termination, including the automatic extension terms. Dickinson never provided notice that it wanted to terminate the Agreement. Dickinson never provided any documentation to Hartley's that its cleaning services were inadequate, pursuant to Section 4 of the Agreement.

PRE-PETITION DAMAGES

13. On or about August 31, 2012, our attorney, Gary Eastman, sent a demand letter to Dickson, but there was no response, a copy of which is attached hereto.

14. On or about September 20, 2012, a second demand letter was sent to Dickinson regarding past due payments and reminding them of the contractual terms.

15. As of August 31, 2012, the total past due invoice for work performed was \$109,058.31. This amount includes \$107,378.31 in cleaning services due, plus \$820.53 in interest due, plus \$1,200 in attorneys' fees (per Section 15 of the Agreement). This should also include a ten percent (10%) penalty pursuant to Section 8 of the Agreement.

CONTRACT REJECTION DAMAGES

16. The Agreement has an annual expiration date of January 31. From August 30, 2012 to January 31, 2013, the contractual amounts for cleaning services were in the amount of \$158,804.02. This amount includes four (4) weeks of peak service and seventeen (17) weeks of non-peak service. These amounts are broken out by Exhibit B, attached hereto and incorporated by reference.

17. Further, the Agreement contains a termination provision requiring 90-days prior written notice. Dickinson did not provide this notice to Hartley's. This notice was due by October 21, 2012.

18. Dickinson has argued that the filing of bankruptcy should be sufficient notice to meet the written termination notice required by the Agreement. This is rebutted by two major factors: 1) Dickinson had the option of confirming the Agreement until it was formally rejected in December 2012, which was AFTER the October 21, 2012 date; and 2) Dickinson has argued that this contract was completely outside of the norm (despite the additional services required by Hartley's) and was unconscionable and, therefore, was one of the major reasons for bankruptcy. If that were the case, then it would have been easy to provide a notice to Hartley's stating of their intention to not renew. Dickinson CHOSE not to do so.

CLAIM

The total claim being submitted for Hartley's is:

Pre-petition Damages:	\$109,058.31
Rejection Claim	
Rejection damages through Jan. 31, 2013	\$158,834.02
Rejection damages through Jan. 31, 2014	\$407,216.90
TOTAL	\$675,109.23

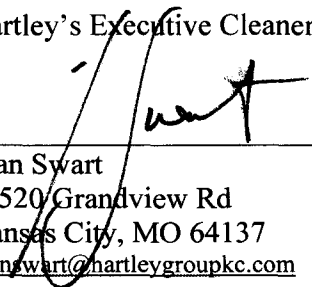
19. No supporting justification has been submitted by Dickinson for the \$80,100.53 that they are proposing as the amount for the rejection claim, despite Hartley's detail submitted to the Court and provided to Dickinson. This is substantially smaller than Hartley's pre-petition claim damages that were demanded prior to bankruptcy.

20. Between February, 2009 and the date of the Debtor's bankruptcy filing, Hartley's performed the tasks as agreed upon in the Agreement.

21. WHEREFORE, the Hartley's respectfully requests that the Debtor's Objection to Claim be denied on the basis that Hartley's has sufficiently proven its pre-petition damages as well as the Agreement Rejection Damages and those damages are reasonable. Further, Hartley's prays for an opportunity to be heard on the matter and any such further relief as this Court may deem just and proper.

This 18th day of March, 2013.

Hartley's Executive Cleaners, Inc.



Juan Swart
11520 Grandview Rd
Kansas City, MO 64137
juanswart@hartleygroupkc.com

EXHIBIT A

AMENDMENT OF MULTIPLE SERVICE AGREEMENTS

This Amendment of Multiple Service Agreements is made as of this 12 day of Feb. 2009 between

Dickinson Theatres, Inc of 6801 West 107th, Overland Park, Kansas, 66212
(the "Customer")

- AND -

The Hartley's Executive Cleaning of 11520 Grandview Road, Kansas City, Missouri, 64137
(the "Cleaning Services Provider")

- FOR LOCATION -

[#] Westglen 18, 16301 Midland Drive, Shawnee, KS 66217,
Palazzo 16, 8601 West 135th Street, Overland Park, KS 66223,
Northglen 14, 4900 NE 80th Street, Kansas City, MO 64119,
Plaza 6, Leavenworth Plaza, Leavenworth, KS 66048,
Great Mall 16, 20060 West 151st, Olathe, KS 66061,
~~Eastglen 16, 1451 NE Douglas Street, Lees Summit, MO 64086,~~
Blue Springs 8, 1901 NW 7Hwy, Blue Springs, MO 64015
&
Belton 8 Theater of 1207 SE Hwy 441, Belton, MO 64012
(the "Cleaning Service Locations")

*ADD
EASTGLEN
16 THEATRE
TO CURRENT
4/30/09
[Signature]
RES*

These amendments are being made to the contracts dated January 23, 2008 for Cleaning Service for the above mentioned Cleaning Service Locations.

BACKGROUND:

- A. The Customer is of the opinion that the Cleaning Services Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Cleaning Services Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the agreements dated January 23, 2008, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to continue to engage the Cleaning Services Provider to provide the Customer with services consisting of Nightly Janitorial Cleaning Service and such other services as the Customer and the Cleaning Services Provider may agree upon from time to time (the "Services") as outlined in the respective contracts for the service locations identified above.

Term of Agreement

1. The term will begin on the date of this Agreement and will extend beyond the 5 year agreement date noted in the original respective agreements dated 23 January 2008 and remain in full force and effect through 2018. The first 3 years of this contract shall be subject to earlier termination for non-performance only as provided in the original Agreements. For the next eight years, the contract shall be automatically extended and renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least ninety days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight or the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
2. All other terms of this amendment shall be as identified in the original contracts for service dated January 23, 2008. Except as otherwise provided in this Amendment and the original agreements, the obligations of the Cleaning Services Provider will terminate upon the earlier of the Cleaning Services Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Cleaning Services Provider.

IN WITNESS WHEREOF the parties have duly executed this Cleaning Services Agreement this 12 day of January, 2008.

CUSTOMER:

Dickinson Theatres, Inc


Signature:

Joe Hartley
Print Name:

GM
Title:

SERVICE PROVIDER:

Hartley's Executive Cleaners, Inc


Signature:

Jean Sweet
Print Name:

General Manager
Title:

CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (this "Agreement") dated this 23rd day of January, 2008

BETWEEN

Dickinson Theatres, Inc of 6801 West 107th, Overland Park, Kansas, 66212
(the "Customer")

- AND -

The Hartley's Executive Cleaning of 11520 Grandview Road, Kansas City, Missouri, 64137
(the "Cleaning Services Provider")

- FOR LOCATION -

Blue Springs 8, 1901 NW 7Hwy, Blue Springs, MO 64015
(the "Cleaning Service Location")

BACKGROUND:

- A. The Customer is of the opinion that the Cleaning Services Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Cleaning Services Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Cleaning Services Provider to provide the Customer with services consisting of Nightly Janitorial Cleaning Service and such other services as the Customer and the Cleaning Services Provider may agree upon from time to time (the "Services"). The Cleaning Services Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

2. The term will begin on the date of this Agreement and will remain in full force and effect for 5 years. The first 3 years of this contract shall be subject to earlier termination for non-performance only as provided in this Agreement. For the next two years, years four and five, the contract shall be automatically extended and renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least ninety days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight or the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
3. Except as otherwise provided in this Agreement, the obligations of the Cleaning Services Provider will terminate upon the earlier of the Cleaning Services Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Cleaning Services Provider.

Performance

4. The services shall be performed at the Cleaning Service Location mentioned above. The premises making up the working area under this Agreement will be further defined in the Agreement as the *Details of Performance of Service (See Exhibit A)*.

The Cleaning Service Provider agrees to service the Details of Performance of Service (See Exhibit A section 1,2 & 3) as scheduled for Nightly Janitorial Cleaning.

The Cleaning Service Provider agrees to the duties required to maintain the Details of Performance of Service (See Exhibit A) in a neat, clean and orderly condition. Client warrants that the premises to be serviced are free of asbestos, hazardous materials and assumes any and all liability resulting from any of the Cleaning Service Provider personnel or its personnel's exposure to such hazardous or harmful materials.

Non-performance is defined as the failure, refusal to perform acts stipulated under this agreement. Before any termination for non-performance is effective, the terminating party (an authorized manager) must deliver to the Cleaning Service Provider a written notice as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, The Cleaning Service Provider at its election shall have ninety days in which to cure the defect in performance to the reasonable satisfaction of such notice. In the event that such due diligence and actions to resolve the defect fails, the termination party shall provide written notification, as described herein, to the non-terminating party of the failure to satisfactorily cure the defect. This Agreement shall then terminate ninety days from the date of the second notice. Non performance must be verified by pictures, etc.

In the event Client terminates this Agreement for any reason other than non-performance, as described above, Client agrees to pay an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement.

Equipment & Supplies

5. The Customer shall provide necessary cleaning equipment and supplies as outlined in the Details of Performance of Service (See Exhibit A section 4) at their full expenses. The Cleaning Service Provider shall provide repairs to necessary equipment when necessary and shall be billed to the Customer at fair market value. Customer shall be responsible to purchase and/or replace any and all necessary equipment. Any equipment necessary to provide the performance of work that is not provided by the customer as outlined shall be provided by the Cleaning Service Provider and billed to the Customer.

Compensation

6. Client agrees to pay Cleaning Service Provider each ~~week~~ the total minimum sum stated of \$875.00 on or before the stated due date of each ~~week~~ in which services are rendered for Nightly Janitorial Cleaning.

Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing The Cleaning Service Provider, for any reason, shall be credited only when delivered to the following address:

11718 Wyandotte Street
Kansas City, MO 64114

Credits for holidays were pre-determined and given as part of the weekly charge herein, and no other adjustments will be made for those holidays.

From time to time, as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

It is expressly agreed that, in the event the Minimum Wage Rate is increased during the term of this Agreement by either the Federal Government or the State Government within which this Agreement is performed, this Agreement may be increased proportionately to reflect such increase.

It is expressly agreed that an annual increase of three percent (3%) shall be automatically implemented at the beginning of each calendar year for the entire duration of this agreement.

In the event payment for services is not received within thirty days from the date such payment is due, The Cleaning Service Provider may suspend services to Client until such payment is received. Suspension of services by The Cleaning Service Provider under this Section shall not deprive The Cleaning Service Provider of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Hartley rights.

Independent Business Relationship

7. It is expressly agreed that Hartley will select and designate all personnel to perform its obligations under this Agreement.

The Cleaning Service Provider and any of its personnel are not, employees of Client but are independent contractors; and in this regard, The Cleaning Service Provider will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to The Cleaning Service Provider herein, the same being contract payments and not wages.

Client agrees that during the term of this Agreement, and within one hundred and eighty days after termination, that Client will not employ any employees, agents, representatives of The Cleaning Service Provider without the express written consent of The Cleaning Service Provider. The Cleaning Service Provider agrees that during the term of this Agreement and within one hundred and eighty days after termination, it will not employ any employees, agents or representatives of Client without the express written consent of Client.

Payment Penalties

8. In the event that the Customer does not comply with the rates, amounts or dates of pay provided in this Agreement, a late payment penalty will be charged as follows: The Customer will pay a surcharge of 10 percent on the compensation amount for any late payments..

Confidentiality

9. The Cleaning Services Provider and Customer agree that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer or the Cleaning Service Provider. The Cleaning Services Provider and Customer further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the other, without the prior written consent of the other party. This obligation will survive indefinitely upon termination of this Agreement.

Return of Property

10. Upon the expiry or termination of this Agreement, the Cleaning Services Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

11. The Cleaning Service Provider agrees that this contract may be assigned by the Customer to any successor or heir. The Customer in turn agrees to assign this contract as a part of any transfer of ownership in the property that this contract services. The Cleaning Services Provider will be allowed to voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

12. It is expressly agreed that the Cleaning Services Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Cleaning Services Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. Dickinson Theatres, Inc
6801 West 107th, Overland Park, Kansas, 66212
- b. Hartley's Executive Cleaning, Inc
11520 Grandview Road, Kansas City, MO 64137

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

15. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

Entire Agreement

16. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

17. It is understood and agreed that the Cleaning Services Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

The Cleaning Service Provider and Customer agree to maintain liability insurance with a minimum of \$1,000,000.00 in coverage. The Cleaning Service Provider agrees to maintain workman's comp insurance in both Missouri and Kansas.

Indemnification

18. The Cleaning Services Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Cleaning Services Provider.

Damage to Property or Premises

19. The Cleaning Services Provider will reimburse the Customer for any damage to property or premises of the Customer from the provision of the services agreed to.

Currency

20. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars

Governing Law

21. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the governmental division of the county where the cleaning service provider's home office is located.

In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation. Or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

Severability

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

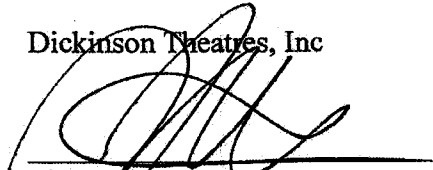
23. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Exhibit A, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties.

IN WITNESS WHEREOF the parties have duly executed this Cleaning Services Agreement this 23rd day of January, 2008.

CUSTOMER:

Dickinson Theatres, Inc

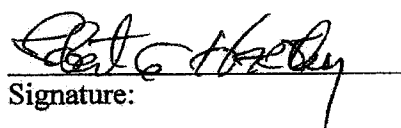

Signature:

James Hartley
Print Name:

Pres & CEO
Title:

CUSTOMER:

Hartley's Executive Cleaners, Inc


Signature:

Robert G. Hartley
Print Name:

CEO
Title:

Details of Performance of Service

1) **Job Service Description** is to complete Nightly Janitorial Cleaning at the Service Location mentioned in the Cleaning Services Agreement per the following Details of Service as applicable by location.

2) **Details of Nightly Janitorial Services**

a) **Entrance, Lobby & Hallways**

- i) Glass - Doors and windows inside and out.
- ii) Floors - Tile to be dust mopped and wet mopped
- iii) Trash - All containers will be emptied and new liners installed for all cans with moisture and more than 1/8 full
- iv) Vacuuming - All carpet areas will be vacuumed with commercial grade equipment including laser tag stairs and hallway.
- v) Drinking Fountains - Will be cleaned and sanitized
- vi) Mats & Runners - Vacuumed or mopped

b) **Restrooms**

- i) Trash - All containers will be emptied and new liners installed for all cans with moisture and more than 1/3 full
- ii) Fixtures - toilet bowls and seats, urinals and sinks will be cleaned and sanitized
- iii) Dispensers & Metal Fixtures - will be spot cleaned
- iv) Glass - All glass & mirrors cleaned
- v) Floors - Dust mopped and wet mopped

c) **Auditoriums**

- i) Trash - All containers will be emptied and new liners installed for all cans with moisture and more than 1/8 full
- ii) Trash Cubicles - tops will be cleaned and sanitized
- iii) Debris Removal - Food and trash is removed from under seats and all walk areas entryways vacuumed or blown clean
- iv) Theater Entrances - dust mopped & mopped or vacuumed
- v) Concrete - runners spot mopped

d) **Parking Lot**

- i) Trash - All containers will be emptied and new liners installed for all cans with moisture and more than 1/3 full
- ii) Debris Removal - All large trash and debris is removed from parking lot and stoop
- iii) Stoop - swept and picked up

3) **Details of Weekly Janitorial Services**

a) **Entrance, Lobby & Hallways**

- i) Dusting - all poster frames, doors and door frames and ledges
- ii) Removal of Gum & Candy - from hard surface and carpets
- iii) Doors & Walls - spot cleaned
- iv) Trash - All containers will be emptied and wiped clean inside & out
- v) Vacuum- laser runner facility

b) Restrooms

- i) Partitions - Dust and spot cleaned
- ii) Stainless Steel Fixtures - Cleaned and polished
- iii) Toilets - Clean tile wall behind toilets, clean toilet basins and edges and power scrub bowls.
- iv) Removal of Gum & Candy - from all hard surfaces

c) Auditoriums

- i) Screens - remove all debris and trash
- ii) Removal of Gum & Candy - from concrete runners, carpet and seats
- iii) Walls - vacuum or wipe walls clean near areas where piles are blown
- iv) Dusting - doors, door frames, and ledges
- v) Trash - containers will be emptied and cleaned inside & out
- vi) Concrete - runners wet mopped

4) Materials & Supplies

a) Cleaning Chemicals

- i) Glass Cleaner
- ii) Degreaser
- iii) Enzyme
- iv) Stainless Steel Cleaner
- v) Acid Bowl Cleaner
- vi) Disinfectant
- vii) Gum Removal
- viii) Liquid Hand Soap
- ix) Floor Stripper
- x) Floor sealer & wax
- xi) Carpet Spotter

b) Other Cleaning Supplies & Tools

- i) Hand Scrub Pads
- ii) Putty knives & gum getters
- iii) Paper Products
- iv) Mop Heads & Mop Sticks
- v) Gum Getter
- vi) Duct Tape
- vii) Electrical Tape
- viii) Floor Pads
- ix) Toilet Brushes
- x) Spray Bottles, Trigger Sprayer
- xi) Mop Buckets & Wringers
- xii) Feather Duster
- xiii) Dust Mops

c) Mechanical Equipment

- i) Commercial Grade Vacuums (Single and Double Wide per location)

- ii) Buffer (1 per location)
- iii) Wet/Dry Vac (1 per location)
- iv) Backpack Vacuum (2 per location)
- v) Backpack Blowers (2 per location)
- vi) Electrical Cords (Purchase limit of one per month for each location)
- vii) Attachments & Accessories kits for purchase (Purchase limit of one per month for each location) & Accessories for each piece of equipment no more than 4 times per year

EXHIBIT B

Dickinson, Hartley's Executive Cleaners Contract Rejection Claim

Property	Pre-Petition Dam	Rejection Dam	Total Dam
Vacuous Locations	\$ 109,058.31	\$ 566,050.92	\$ 675,109.23

A Open Balance pre-petition filing details

Open Balance for services rendered pre petition filing
 Service provided to Dickinson through August 26th.

Eastglen 16	\$ 18,059.78
Blue Springs 8	\$ 6,274.15
Westglen 18	\$ 17,594.64
Olathe 16	\$ 12,753.29
Northglen 14	\$ 15,230.59
Palazzo 16	\$ 21,394.25
Dickinson Other	\$ 16,071.61
Legal Fees from Demand Letter	\$ 1,680.00
	\$ 109,058.31

B Contract Rejection Damages Claim details through Jan 31, 2013

Contract for services with Dickinson through Jan 21st, 2013. 21 weeks remaining in contract.
 Contract service broken into Peak (Holiday) Weeks and Non Peak (Non Holiday) weeks.
 Balance of Contract services 21 weeks broken into 4 Peak & 17 Non Peak service weeks.

Location	Non Peak	Peak
Eastglen 16	\$ 25,648.92	\$ 8,999.64
Blue Springs 8	\$ 8,478.75	\$ 2,975.00
Westglen 18	\$ 25,441.18	\$ 8,926.72
Olathe 16	\$ 11,851.89	\$ 4,158.56
Northglen 14	\$ 19,532.15	\$ 6,853.36
Palazzo 16	\$ 26,625.57	\$ 9,342.28
	\$ 117,578.46	\$ 41,255.56

C Contract Rejection Damages Claim details Jan 21, 2013 - Jan 21, 2014

Contract for services with Dickinson Jan 21st, 2013 through Jan 21, 2014. 21 weeks remaining in contract.
 No formal contract cancelation notice received by Oct 21, 2012 as outlined in our current contracts.
 As such the claim for damages includes one year contract obligation beyond end of this year contract

Annual Contract Amount

Location	38 Non Peak weeks	14 Peak weeks
Eastglen 16	\$ 57,332.88	\$ 31,498.74
Blue Springs 8	\$ 18,952.50	\$ 10,412.50
Westglen 18	\$ 56,868.52	\$ 31,243.52
Olathe 16	\$ 26,492.46	\$ 14,554.96
Northglen 14	\$ 43,660.10	\$ 23,986.76
Palazzo 16	\$ 59,515.98	\$ 32,697.98
	\$ 262,822.44	\$ 144,394.46

Weekly Contract Rates

Location	Non Peak	Peak
Eastglen 16	\$ 1,508.76	\$ 2,249.91
Blue Springs 8	\$ 498.75	\$ 743.75
Westglen 18	\$ 1,496.54	\$ 2,231.68
Olathe 16	\$ 697.17	\$ 1,039.64
Northglen 14	\$ 1,148.95	\$ 1,713.34
Palazzo 16	\$ 1,566.21	\$ 2,335.57
	\$ 6,916.38	\$ 10,313.89

EXHIBIT C

THE EASTMAN LAW FIRM

4901 W. 136th St., Ste. 200
Leawood, KS 66224

P: (913) 908-9113
gary@theeastmanlawfirm.com

August 31, 2012

VIA CERTIFIED MAIL

Dickinson Theatres, Inc.
Attn: Ron Horton
6801 W. 107th Street
Overland Park, KS 66212

Re: Late Payment of Amounts Due – Hartley’s Executive Cleaning
Multiple Locations

Dear Mr. Horton:

It has come to our attention that Dickinson Theatres, Inc. (“Dickinson”) has not paid its contractually owed amounts to Hartley’s Executive Cleaning (“Hartley’s”) for July and August of this year for the properties listed in this letter. This letter is formally demanding payment of all amounts due, as calculated below, which payment is due immediately and without reservation.

Pursuant to Section 6 of each Cleaning Services Agreement, as amended through the Amendment of Multiple Service Agreements (each an “Agreement” and altogether referred to as the “Agreements”), you are required to pay on or before the first day of each month. You have failed to do so.

Accordingly, you are in default of payment of such amounts. Therefore, we are providing official notice of a default of payment of amounts due, which must be paid immediately or else Hartley’s may suspend services. Further, given that Dickinson is in payment default, Hartley’s has the right to ask for all future payments pursuant to Section 6 of each Agreement. Hartley’s is also asking for the ten percent (10%) surcharge pursuant to Section 8 as well as attorney’s fees pursuant to Section 15.

The calculations for the payment of amounts owed is (as of August 30, 2012; does not include additional surcharges that may come due after such date):

Payments Due

Eastglen	\$ 18,059.78
Blue Springs	\$ 6,274.15
Westglen	\$ 17,594.64
Olathe 16	\$ 12,753.29

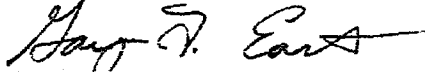
The Eastman Law Firm
4901 W. 136th St, Ste 210
Leawood, KS 66224

P: (913) 908-9113
F: (866) 594-2771
gary@theeastmanlawfirm.com

Northglen	\$ 15,230.59
Palazzo	\$ 21,394.25
Dickinson Theatres, Inc.	\$ 16,071.61
Subtotal	\$107,378.31
Interest -- pursuant to RSMO 408.020 (9% for 31 days)	\$ 820.53
Attorneys Fee's pursuant to Section 15	\$ 1,200.00
Total amount due:	\$109,398.84

Finally, if the payment is not received by September 7th by 2 p.m., then Hartley's will look to enforce any and all of the remedies available to it, including without limitation credit and legal remedies. If you have any questions, please contact me.

Sincerely,


Gary T. Eastman

The Eastman Law Firm
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Leawood, KS 66224

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THE EASTMAN LAW FIRM

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September 20, 2012

VIA CERTIFIED MAIL

Dickinson Theatres, Inc.
Attn: Ron Horton
6801 W. 107th Street
Overland Park, KS 66212

Re: Payment of All Amounts Due – Hartley’s Executive Cleaning
Multiple Locations

Dear Mr. Horton:

We sent you a letter dated August 31 regarding Dickinson Theatres, Inc. (“Dickinson”) delinquency in paying its contractually owed amounts to Hartley’s Executive Cleaning (“Hartley’s”) for July and August of this year. Given your lack of response, as well as your decision to lock out Hartley’s from your facilities, we are formally demanding payment of all amounts due, as calculated below, which payment is due immediately and without reservation.

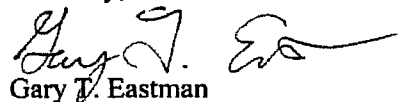
Pursuant to Section 6 of each Cleaning Services Agreement, as amended through the Amendment of Multiple Service Agreements (each an “Agreement” and altogether referred to as the “Agreements”), you are required to pay on or before the first day of each month. You have failed to do so.

Further, pursuant to Section 6, Hartley’s is allowed to require you to pay all contractual amounts until the end of the contract. Therefore, Hartley’s is claiming \$158,834.02 for amounts due from September 1, 2012 through January 23, 2013. These amounts are due immediately and without reservation.

The calculation for the payment of amount owed is \$109,398.84. The amount due for services through January 23, 2013 is \$158,834.02, for a total amount of \$268,232.86.

In addition, we are going to enforce any and all of the remedies available to us, including without limitation credit and legal remedies. If you have any questions, please contact me.

Sincerely,


Gary T. Eastman

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Leawood, KS 66224

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