

**City of Durham and The Carolina Theatre of Durham, Inc.**

**Building and Services Agreement**

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State of North Carolina  
County of Durham

**City of Durham and The Carolina Theatre of Durham, Inc.**  
**Building and Services Agreement**

This Agreement is made and entered into as of the \_\_\_\_ of \_\_\_\_\_, 2014, between the City of Durham, a North Carolina municipal corporation ("City"), and The Carolina Theatre of Durham, Inc. (hereinafter "CTD"), 309 West Morgan Street, Durham, NC 27701, a non-profit corporation organized and existing under the laws of the State of North Carolina.

**Background.** The City is the owner of 309 West Morgan Street, upon which is a building originally built as the Durham Civic Auditorium in 1926 and became home to The Carolina Theatre in March 1992. The building is known as the Carolina Theatre, and further described as Durham County Parcel ID 103048.

The City and County of Durham funded the renovation and restoration of the Carolina Theatre in 1994 for the purpose of the revitalization of the downtown area by developing interest and support for cultural arts in the City, and preserving, restoring and maintaining the building as a historical, premier, professional quality cultural arts center.

An \$8.8 million dollar renovation was completed in two phases (phase I in 2008 and phase II in 2011) with direct funding from the City of Durham.

CTD has provided professional management, programming, and operation of the renovated Carolina Theatre via a management agreement with the City that commenced in 1998, and ends with the execution of this Agreement. The Carolina Theatre of Durham, Inc. exists as an independent 501 (c) (3) non-profit organization. CTD promotes historical knowledge and appreciation of the Durham Auditorium/Carolina Theatre and has successfully used the building as a place for accommodating a variety of entertainment events, concerts, family shows, festivals and other events normally found in similar cultural arts theaters of CTD's size and nature, as well as for other educational, family entertainment, and cultural events appropriate to the City's mission. CTD's stated mission is to serve greater Durham and the Triangle region with vibrant, thought-provoking programs of the performing and cinematic arts. The organization carries out its mission through its management of the Carolina Theatre and its undertaking of the following programs:

- a. Live Events Programming
- b. Film Programming

- c. Facility Rentals
- d. Concessions

Both the City and CTD are cooperating through this Agreement to support programming and operations of performing arts, with the goal of achieving a self-sustaining status.

CTD also actively pursues and receives both earned and contributed funding from a variety of public and private sources, including, but not limited to, the State of North Carolina, private foundations, individuals, and corporations.

The City desires to provide for the professional management, programming, and operation of the Carolina Theatre to ensure it is managed and operated for the long-term benefit of the City and the general public. The City and CTD have determined that this Agreement will enhance the ability of CTD to provide a variety of cultural arts programs open to and for the benefit of the arts community and general public. The City desires to have CTD manage, operate, occupy, and program The Carolina Theatre, and CTD desires to perform such services for the City on the terms and conditions contained herein. Therefore, the parties hereto agree as follows:

## **ARTICLE I**

### **DEFINITION OF TERMS**

**1.1 Definition of Terms.** The following terms shall have the meanings indicated when used in this Agreement:

“Accounting Principles” or “GAAP” shall mean the then-current generally accepted accounting principles consistently applied using the cash basis method of accounting.

“Agreement” shall mean this Agreement including any and all exhibits attached hereto.

“Annual Fee” shall mean the total amount paid by the City to CTD for all purposes of this Agreement.

“Annual Operating Budget” shall mean the budget adopted by CTD’s Board of Trustees for each Fiscal Year during the term of this Agreement.

“Audio-Visual Equipment” shall mean all audio equipment and all visual projection equipment, whether fixed or moveable.

“Chief Executive Officer” shall mean the CTD President/Chief Executive Officer.

“Carolina Theatre” shall mean the City-owned building located at 309 West Morgan Street, as previously described in the “Background” paragraph of this Agreement.

“Director of General Services” shall mean the Director of the City’s General Services Department.

“Employees” shall mean employees of CTD.

“Fixtures Furnishings and Equipment” or “FF+E” shall mean all fixtures, furnishings, furniture, and equipment with a purchase price of at least \$500, which are purchased rather than leased, but not including Inventories.

“Facility Maintenance Fee” shall mean the flat fee provided for operation and maintenance of the Carolina Theatre.

“Facility Maintenance Plan” or “FMP” shall mean the plan which defines the Preventive Maintenance tasks CTD is required to perform pursuant to Section 3.2. The Facility Maintenance Plan is attached as Exhibit A and made part of this Agreement. A software program containing the task checklists set forth in the FMP and other additional background and explanatory material has also been provided to assist CTD in fulfilling its facility maintenance obligations, and Exhibit A defines CTD’s obligations for the FMP under this Agreement.

“First Class” for purposes of describing either party’s obligations to operate, maintain and repair the Carolina Theatre shall mean maintained and equipped in a manner consistent with other United States performing arts venues that are generally recognized in the industry as being first class venues capable of providing patrons with a quality experience in all material respects.

“First Class Municipal Arts Centers” shall mean facilities of the same or similar size, engaged in the same or similar operations in a metropolitan area that is similar in size to the City and County of Durham.

“Fiscal Year” or “FY” shall mean July 1 through June 30.

“Governmental Authority” shall mean the United States of America, the State of North Carolina, the City, the County of Durham and any agency, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having jurisdiction over the CTD, this transaction or the Carolina Theatre, and improvements thereon or any portion thereof.

“Inventories” shall mean stocks of supplies and resale items held by CTD on behalf of the Carolina Theatre.

“Non-Routine Repairs and Maintenance” shall mean those items of repair and maintenance that are not Routine Repairs and Maintenance as defined below.

“Owner” shall mean the City of Durham.

“Preventive Maintenance” shall mean the performance of regular and routine facility and equipment inspection tasks in accordance with the Carolina Theatre Facility Maintenance Plan.

“Public Accountant” shall be any Certified Public Accountant selected by CTD.

“Required Service Contracts” shall mean service contracts for the minor repair and regular maintenance of:

- (a) elevators;
- (b) heating, ventilation and air conditioning; and
- (c) emergency systems

“Requirements” shall mean all acts, laws, rules, orders, permits, ordinances, regulations, codes, and executive orders of any Governmental Authority.

“Routine Repairs and Maintenance” shall mean any repairs or maintenance of the Carolina Theatre that in the reasonable judgment of the City could be done by Employees or which is covered by any Required Service Contract, and which is required as a result of regular operation of the building.

## **1.2 Interpretation**

1.2.1 Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number, and vice versa.

1.2.2 Persons. Words referring to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, and legal entities, including public bodies, as well as individuals.

1.2.3 CTD Obligations at its Expense. Wherever an obligation is described in this Agreement as being that of CTD, the expense of fulfilling that obligation is also that of CTD.

1.2.4 City Obligations at its Expense. Wherever an obligation is described in this Agreement as being that of the City, the expense of fulfilling that obligation is also that of the City.

**ARTICLE II**  
**PROGRAMMING SERVICES OF**  
**THE CAROLINA THEATRE OF DURHAM, INC.**

**2.1 Appointment.** The City appoints and contracts with CTD to supervise, direct, control, manage, program, and operate the Carolina Theatre for the term provided in Article IV in accordance with the terms and conditions of this Agreement. CTD shall apply sound administrative, accounting, budgeting, operational, sales, advertising, personnel and purchasing policies and practices, including those concerning compliance with legal requirements, in compliance with CTD's obligations under the terms and conditions of this Agreement, and in such a manner as to maximize net revenues and preserve the assets that comprise CTD.

**2.2 Credit to the City.** In an effort to heighten public awareness of the City's investment in downtown culture, specifically in preserving, maintaining, and operating the historic landmark Carolina Theatre as a cultural resource for civic groups, private citizens and numerous arts organizations, CTD shall administer the following:

(a) CTD shall include the City logo in every edition of Show Time magazine or similar publications which include general information on the Carolina Theatre and events and are widely distributed to audiences and the public. The City logo shall not be included on pieces that are exclusively for the purposes of marketing events, such as brochures, flyers postcards, or posters. Inadvertent failure to include a City logo on a CTD publication or its website shall not constitute default of this Agreement. Further, CTD shall not be required to display a City logo on promotion for CTD programs that are not funded by the City.

(b) CTD shall continuously include the City logo and web-site link on CTD web sites.

(c) The City and CTD logos will be affixed to all Carolina Theatre doors in an adhesive resembling etched glass.

(d) Nothing in this section shall require CTD to identify the City as a donor to the CTD.

**2.3 Programs and Services.** The City provides partial support for CTD's arts programs and services through this Agreement. CTD's cultural arts programs and services are to be provided in two ways:

2.3.1 **Creating Community Access to the Arts.** CTD shall manage and program the Carolina Theatre to provide a premier venue for performing artists, non-profits, students, individuals, and interested community, regional, national, and international groups to create, present, share, and enjoy diverse cultural works. CTD shall provide daily maintenance, reception, security, office and rental services to arts program participants and

rental clients. CTD shall make the facility accessible to the community through rental rates that include private rental rates and City encourages a lower rate for non-profit organizations.

The Carolina Theatre hours shall be determined by CTD as appropriate. The Cinemas are open 364 or 365 days per year, depending on film schedule. Regular Box Office hours are currently Monday-Friday, 11:00 a.m. to 6:00 p.m., but subject to change seasonally and based on demand. The Box Office is also open during times when the Cinemas are in operation and when live events and rentals are taking place as warranted. This section shall not be intended to establish minimum hours or a schedule on which the box office shall be open to the public. CTD shall continue to produce signature downtown arts events, such as the North Carolina Gay and Lesbian Film Festival, and support other signature events such as Full Frame Documentary Film Festival, Comic-con, and Durham Art Walk. The CTD may choose to provide events free to the public or charge admission, at its discretion. CTD may choose to develop and offer different major public arts events based on changing community needs and funding resources available. CTD may choose to eliminate existing programs based on demand, market conditions, financial viability, or other factors.

**2.3.2 Providing High Quality Community Programming for People of all Ages.** CTD actively promotes the CTD to local, regional, national, and international groups and promoters.

CTD shall obtain financial support for its operations and the arts community through fundraising from foundations, corporations and individuals, as well as by developing revenue sources through its programming and Carolina Theatre rentals.

**2.4 Advertising and Marketing.** CTD shall plan, prepare, supervise, produce, distribute, and place such marketing, advertising, public relations and promotional programs or campaigns for CTD, as it deems necessary or appropriate, at its sole cost and expense.

## **2.5 CTD Rentals and Reservations.**

**2.5.1** CTD will, in its sole discretion, represent, promote, and lease the Carolina Theatre and its facilities to interested community, regional, national, and international groups. Such discretion shall be subject to the section of this Agreement entitled, "Non-discrimination." The City shall not interfere with the programming of CTD, or the marketing of that programming, and shall not be liable for the programming or marketing decisions of CTD.

**2.5.2** CTD may sublet or rent space in the Carolina Theatre to third parties. CTD will set the rental rates and fees for services for third parties. CTD will process space rental reservations for the Carolina Theatre through CTD's reservation system. The City agrees to honor all reservations made by CTD in the ordinary course of business, so long as such reservations do not extend beyond the period of three years subsequent to the termination of this Agreement, and the proposed third party renters. At such time in the future as the CTD may choose to change facility

rental prices, CTD will notify the City of such change.

**2.5.3 City Use of Facilities.** CTD shall waive all space rental fees for use of space at the Carolina Theatre requested by the City, provided that the City is the primary beneficiary of such space use, and further provided that:

(a) such space has not previously been committed to another user;

(b) the request by designees of the City Council, the City Manager and Department Directors for such space be made in writing;

(c) the City will pay CTD's out-of-pocket expenses, including but not limited to labor, set-up and clean up, and will be invoiced by CTD. The City will pay CTD's published rental rates for use of CTD-owned Audio-Visual Equipment; and

(d) City uses of the Carolina Theatre without charge are to be limited to no more than 12 times per year, with space request being made not more than 45 days in advance of the requested use date. The City may request space use without charge an additional 6, times per year, if the request is made not more than 7 days in advance of the requested use date.

**2.6 Restoration Fees.** The CTD may increase the restoration fees on all tickets sold on live performances or on film presentations up to a total amount not exceeding a total charge of \$2.00 per ticket in 2013-2014, and at its discretion in future years under this agreement to an amount based on market conditions and industry comparisons. In its annual budget proposal, CTD shall disclose to the City what the restoration fee is proposed to be for the coming fiscal year.

**2.6.1** Restoration fees collected shall accrue as revenue to the CTD, and such revenue shall not be shared with the City.

**2.7 Programming.** CTD shall have the sole and exclusive right to determine, the responsibility for determining, and shall bear all expenses for, the programming mix of all CTD-sponsored events held in the Carolina Theatre. CTD will also have sole responsibility and bear all expenses for marketing said events.

**2.8 Box Office.** CTD shall have the sole and exclusive right and responsibility to establish, operate and manage, and shall bear all expenses for, CTD sales of tickets, program registrations, and event registrations, and such off-site or online ticket outlets as may be deemed appropriate by CTD. CTD shall also establish procedures and facilities for phone sales or online sales as CTD deems appropriate.

**2.9 Audience Services.** CTD shall be responsible for the orderly and professional operation of all audience services, including but not limited to: providing or causing to be provided printed programs, when necessary or expected; concessions services including food, beverage, gifts and souvenirs; ticket takers, ushers, ticket sellers, and, as required by

law or the customary standards of care in the industry, security and/or emergency and medical services.

**2.10 Non-discrimination.** CTD shall not violate any Requirements, including without limitation those with regard to discrimination against or segregation of any person, or group of persons on account of sex, sexual orientation, age, race, color, creed, religion, handicap, national origin or ancestry in employment at CTD, or in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Carolina Theatre or its programs therein, nor shall CTD or any person claiming under or through CTD establish or permit any such violation or practice of discrimination or segregation with reference to such employment or the selection, location, number, use or occupancy of guests, tenants, lessees, subtenants, sublessees or vendees of CTD. The City and CTD intend this section to bar rental of the Carolina Theatre to third parties which the CTD knows or should have reasonably known intend to use the Carolina Theatre to espouse or implement discrimination or segregation on account of sex, sexual orientation, age, race, color, creed, religion, handicap, national origin or ancestry. Nothing in this section will require CTD to engage in censorship or to in any way limit free speech or freedom of expression in CTD's programming or in its selection of performers, artists or programs, so long as CTD shall exercise its best efforts to choose artists who do not espouse discrimination in violation of this section.

**2.11 Supervisory and Management Services.**

2.11.1 The CTD Board of Trustees shall select, appoint, and supervise the CTD Chief Executive Officer, and the CTD Chief Executive Officer shall select, appoint, and supervise such other personnel as are necessary for the proper operation, maintenance, and security of CTD. The CTD Chief Executive Officer and all personnel of CTD shall be Employees of CTD and the terms of their employment, including compensation, shall be at the sole discretion of CTD. The salaries and all additional costs of employment of the Employees shall be borne by CTD. It is understood that beyond its Employees, CTD additionally engages a variety of independent contractors for educational programs and other arts programmatic and operational needs, and shall continue to do so at its discretion.

2.11.2 CTD agrees to operate the Carolina Theatre for the City in compliance with all Requirements. CTD agrees to operate the Carolina Theatre in accordance with the requirements of the carriers having insurance on the Carolina Theatre or any part thereof. Both the City and CTD shall have the right to contest requirements of an insurance carrier unless failure to comply promptly would or might expose either party to criminal liability or to civil penalty. CTD shall obtain and shall keep in force any and all licenses or permits necessary for the operation of CTD, the costs of which shall be borne by CTD. Where applicable, CTD will name the City as the Owner of the Carolina Theatre.

2.11.3 CTD shall collect, account for, and remit promptly to the proper Governmental Authority all applicable taxes or similar governmental charges collected at CTD

directly from patrons or guests, or as part of the sales price of any goods, services, or displays, such as occupancy, gross receipts, admission, cabaret or similar or equivalent taxes to the extent that such taxes are required to be paid by the City or CTD.

2.11.4 CTD warrants that it has established, implemented and supervised the accounting, inventory, and cost control systems necessary for the efficient operation and Routine Repair and Maintenance of the Carolina Theatre. CTD will maintain adequate control over any records of CTD regarding the acquisition and disposition of all FF & E and Inventories used in the operation of CTD. The cost of the aforesaid maintenance of records will be borne by CTD. CTD shall not dispose of any FF+E owned in part or in whole by the City unless it has received explicit written permission from the City as to the item to be disposed of and the method of disposition.

### **ARTICLE III**

#### **FACILITIES SERVICES AND MAINTENANCE**

**3.1 General Operation and Maintenance Obligations of CTD.** Except as otherwise expressly provided herein, the CTD shall, at its sole cost and expense, pay all the expenses of maintaining and operating the Carolina Theatre, including, but not limited to:

(a) the cost of Inventories consumed in the proper operation of the Carolina Theatre building;

(b) the cost and expense of Routine Repairs and Maintenance, as specified in the Facilities Maintenance Plan, which is attached as Exhibit A and incorporated by reference in this Agreement. Repairs required as a result of building systems failures or defects shall be the responsibility of the City; and

(c) security, pest extermination, cleaning, trash removal, all Required Service Contracts, and other necessary services for the proper operation of the Carolina Theatre.

3.1.1 CTD shall use, operate, and maintain the Carolina Theatre to Minimum Performance Standards, which shall mean, in a condition consistent with its condition as of the date of this Agreement (excepting normal wear and tear), and in accordance with uses and standards prevailing in First Class Municipal Arts Centers of comparable size, class and standing, and in accordance with the Facilities Maintenance Plan. The FMP shall be implemented by CTD with a two year phase-in, from the date of this Agreement. During this two year period, the City shall provide monthly review of the procedures used to maintain the facility and report to CTD upon the progress toward fulfilling the FMP. Upon the start of the third year of this Agreement, CTD shall be fully responsible for implementation of the FMP.

3.1.2 Without limitation, CTD shall:

(a) provide sufficient staffing to carry out all of CTD's responsibilities and obligations under this Agreement;

(b) maintain all spaces and FF+E in good condition, in accordance with the Facilities Maintenance Plan, and repair or replace such items, or cause such repair or replacement to be made promptly, so the Carolina Theatre remains in a neat, clean, attractive, good condition at all times;

(c) develop and establish with the Director of General Services a resource conservation program to achieve the energy-efficient management and use of utilities, and operate the Carolina Theatre in accordance with this program;

(d) develop, establish, and follow a janitorial and cleaning program so as to keep the Carolina Theatre and its contents in a clean, sanitary and attractive condition.

(e) remove all snow and ice promptly from the loading dock of the Carolina Theatre, and from the front and side Plaza areas, and from sidewalks and walking entrances adjacent to the Carolina Theatre;

(f) properly, promptly and courteously process and endeavor to resolve all claims, problems, and complaints arising from the use and maintenance of the Carolina Theatre;

(g) inspect periodically, and maintain and repair as needed, the floors and carpets of the Carolina Theatre, keeping them clean and evenly covered with the type of surface material installed at the start of this Agreement or with such substitute as shall be in all respects reasonably equal or comparable in quality, appearance and durability, subject to the City's performance of its obligations set forth in Article III. Carpets shall be vacuumed regularly and shampooed as necessary;

(h) inspect, maintain, repair and clean all lights and lighting fixtures in the Carolina Theatre, subject to the City's performance of its obligations set forth in Article III;

(i) keep all elevators, elevator cabs and other mechanical systems and components in good operating order and in operation during all hours the Carolina Theatre is open except as necessary for repairs. City shall pay for replacement parts and labor for any required elevator repairs for the term of the contract. CTD shall pay for annual elevator maintenance beginning July 1, 2014. Elevator cabs and lobbies shall be kept clean, and attractive and free of refuse, debris, and graffiti. The elevator cabs and lobbies shall be cleaned as necessary;

(j) inspect all public stairs on a daily basis and keep them in a clean

and attractive condition free of refuse and graffiti, and swept or vacuumed as necessary;

(k) regularly inspect all fire extinguishers and similar fire and emergency equipment, including the battery back-up emergency lights and fire alarm pull boxes, and maintain them in good operating order and condition;

(l) keep all interior and exterior surfaces of the Carolina Theatre clean and attractive, and promptly remove all graffiti, posters, stickers and handbills, with the exception of materials of this kind displayed in CTD bulletin boards and information display racks;

(m) re-paint all peeling or blistered interior paint which requires touch up only.

### **3.2 General Repairs and Maintenance by CTD and by the City**

3.2.1 CTD shall provide all custodial and Routine Repairs and Maintenance to maintain the Carolina Theatre and all FF+E, including Audio-Visual Equipment, and theatrical lighting and sound equipment, in good repair and condition and in conformity with all Requirements, and shall make or cause to be made Routine Repairs and Maintenance. All costs shall be borne by CTD. As part of such obligations, CTD shall be responsible for performing the preventative maintenance tasks described in the Facility Maintenance Plan.

3.2.2 CTD will conduct the inspections required by the FMP and shall maintain records of such inspections for a period of time as reasonably required by the City. In addition to the FMP tasks listed in Exhibit A, CTD agrees to perform periodic visual inspections of the facility equipment and components also identified in Exhibit A. CTD and the City will conduct a monthly on-site meeting, unless the City and CTD agree to a different schedule, for the purpose of reviewing the FMP tasks performed during the monthly period and conferring on other building issues. The City may conduct a visual inspection and review of the Carolina Theatre with CTD, at the discretion of the City. Upon request, CTD shall provide copies of the records of inspections to the City. The City shall have the right to conduct periodic on-site audits and inspections of all of the Facility Maintenance Plan records maintained by CTD.

3.2.3 CTD shall at all times maintain CTD equipment in accordance with manufacturer's specifications and standards, including, if necessary, negotiating, executing or causing to be executed in its own name or in the name and on behalf of City (as CTD determines), and administering Required Service Contracts and licenses for CTD operations, including contracts and licenses for health and safety systems maintenance; boiler maintenance; air conditioning maintenance; and other service contracts and licenses necessary to comply with the Facility Maintenance Plan, under terms and conditions which are customary in operating and maintaining similar arts venues of the Carolina Theatre's size and nature. Any contractors retained pursuant to this section 3.2.3 shall be bona fide service and repair contractors who possess appropriate State licensure and factory certifications to perform

maintenance services, and shall be subject to City approval. There may be a regular property review process by the City, but neither the review process nor its findings shall relieve the CTD of its obligations. CTD shall see that all guaranties, warranties, service contracts, and licenses for which it is responsible pursuant to this section 3.2.3 are placed in the name of the City, or if placed in the name of the CTD, are assignable to the City.

3.2.4 CTD acknowledges that the CTD Facility Maintenance Plan is the original work of a third party contracted by the City specifically for use at the CTD. CTD further acknowledges that MBP Facility Pilot is proprietary and allows CTD to use the CTD Facility Maintenance Plan only for the limited purpose of the CTD. CTD agrees to use the CTD Facility Maintenance Plan solely to assist its operations at the CTD, and will indemnify and hold the City harmless if the City suffers damages as a result of CTD's use of the CTD Facility Maintenance Plan for anything other than the operation of the Carolina Theatre.

3.2.5 City agrees to be responsible for gaining performance from contractors pursuant to warranties for work done during renovations in 2011, and further agrees to be responsible for the Carolina Theatre roof and envelope, HVAC systems integrity and warranty, electrical systems integrity and warranty and plumbing systems integrity and warranty. Repairs required as a result of building envelope, HVAC, electrical systems or plumbing systems failures, defects or system installation and design flaws shall be the responsibility of the City. Routine maintenance of these systems shall be the responsibility of the CTD. For example, user errors such as overloading an electrical circuit or placing non-flushable items into a toilet fixture shall not be considered to be a building system failure, but shall instead be repaired and paid for by CTD. Changing filters on air systems is required to maintain the validity of the warranty, and shall be performed by CTD.

3.2.6 In making all repairs or replacements, all work done by CTD or the City shall be of good quality in both materials and workmanship. All repairs will be made in compliance with all Requirements.

3.2.7 In the event that CTD refuses or neglects to make any repairs required by this Agreement, or if the City is required to make any repairs necessitated by the negligent or willful acts or omissions of CTD, its employees, agents, servants, or licensees, City shall have the right, but shall not be obligated, to make such repairs on behalf of or for CTD. Prior written notice shall be provided to CTD before the City undertakes such repairs, unless it is an emergency situation in which delay in repair will result in damage to the Carolina Theatre. In the event the City shall make such repairs, the cost of the repairs shall be paid for by CTD upon receipt of a statement therefore listing the amount of the City's costs to administer a contract or the cost incurred using City forces as shall be determined from time to time by the City. Nothing herein contained shall prevent the City from determining that the failure of CTD to comply with the terms of this Section or any other term of this Agreement constitutes a material breach of this Agreement permitting the City to terminate this Agreement as herein provided.

3.2.8 Prior to the commencement of this Agreement, CTD and the City shall conduct an operational review of the Carolina Theatre to create a list of any operational equipment belonging to the City that may require repairs, and any capital items needing repair or replacement, or whose repair or replacement is contemplated during the term of this Agreement. Said list will be used to address such repairs and replacements in accordance with Section 3.3 of this Agreement.

**3.3 City Repairs and Replacement Budget.** Not later than November 15 of each year, CTD shall prepare an annual repair and replacement budget for the following:

(a) Replacements and additions to the Carolina Theatre's operating systems for which the City is responsible; and

(b) Non-Routine Repairs and Maintenance needed to maintain the Carolina Theatre in good condition. CTD shall submit said requested budget to the City for review. Said requested budget will be subject to the City's budget approval process. Whatever portion, if any, of the requested budget is approved by the City in the City's sole discretion shall be the City's Repair and Replacement Budget for the upcoming fiscal year.

**3.4 Capital improvements.**

3.4.1 CTD shall make no major capital alterations, additions, or improvements in or to the Carolina Theatre without the approval of the City.

3.4.2 CTD shall prepare an estimate of the cost for any capital improvement and shall submit such estimate to the City for its approval. City will advise CTD in advance, as to when capital improvements data is needed from the CTD. CTD shall not make any capital expenditures requiring reimbursement by the City without the approval of the City.

3.4.3 The City, as Owner of the Carolina Theatre, shall have full control over architectural and interior design matters, including, without limitations, capital improvements, replacement of City owned FF+E and repairs, maintenance and alterations.

3.4.4 CTD will replace the seats in Cinema 1, Cinema 2, and the Fletcher Hall orchestra pit by June 30, 2015 at its own expense.

**3.5 Salvage Value.** CTD, subject to compliance with the General Statutes of North Carolina, as amended, and the Charter of the City of Durham, including all requirements as to the process of disposition, may sell FF+E owned by the City which are mutually determined by CTD and the City to be no longer necessary to the operation of the Carolina Theatre. Proceeds from such sales shall be paid in full to the City.

**3.6 Annual Operating Budget and Reports.** By May 1 of each year, CTD will deliver to the City a preliminary operating budget and plan for the upcoming Fiscal Year for the operation of the Carolina Theatre ("Annual Operating Budget"). The Annual

Operating Budget will delineate what CTD projects to be the foreseeable costs and obligations to operate the Carolina Theatre in the upcoming Fiscal Year including, but not limited to, all fees to CTD, repairs, maintenance, and proposed capital improvements. CTD will respond fully to all requests for information and reporting by the City, and provide it in such form as the City may reasonably request.

### **3.7 Stage Review.**

3.7.1 CTD shall be responsible for arranging and paying for interior equipment and supplies relating to all events and programs.

3.7.2 CTD shall be responsible for conducting ongoing technical stage and facility reviews normally associated with an arts center facility such as the Carolina Theatre, including, but not necessarily limited to, inspections of the sound system, dance floors, instructional equipment, rigging, lighting and other associated systems.

**3.8 Utility Services.** CTD shall arrange for water, electricity, gas, phones, internet service, and any other necessary utilities to serve the Carolina Theatre, and shall be responsible for paying all bills relating to the consumption of such utilities on a timely basis.

### **3.9 Fixtures, Furnishings and Equipment (FF+E).**

3.9.1 FF+E has been installed and purchased by both the City and CTD prior to the execution of this Agreement. A schedule of City-owned FF+E shall be attached to this Agreement as Exhibit D, incorporated herein and made a part hereof. Any FF+E owned by CTD shall be attached to the Agreement as Exhibit C, incorporated herein and made a part hereof. Exhibits C and D shall be reviewed and updated on an annual basis, and incorporated into this Agreement as amendments thereto. The City Manager and Chief Executive Officer are hereby authorized to execute amendments to this Agreement to incorporate the updated Exhibits C and D. Ownership will remain with the respective parties as detailed in Exhibits C and D.

3.9.3 **Ownership of Replacements, Additions, and Improvements.** All fixed alterations, improvements, additions or replacements to the Carolina Theatre (“Fixture or Addition”) made subsequent to the execution of this Agreement shall be the property of the City, and shall be subject to the approval of the City, unless the attachment is minor and the fixture or addition can be removed without significant disruption or damage to the Carolina Theatre. Orchestra pit seats are the property of CTD. Any damage upon removal of any fixture or addition or other equipment must be repaired by CTD to the City’s reasonable satisfaction. Examples: Cubicle walls in the Administrative offices can be removed without significant damage or disruption to the Carolina Theatre. Wall mounted pieces of the historic exhibit or casework and concession shelving cannot be removed without significant damage.

**3.10 Right to Inspect Premises.** As the owner, the City has the right to enter the

Carolina Theatre and its premises, for the purpose of conducting inspections and for the repair or replacement of items required under the terms of this Agreement, at any time of its choosing.

**3.11 Notice of Obligations Forwarded Promptly.** Any notice of specific obligations (monetary or otherwise) received by CTD from any insurance carrier or any governmental agency with which the Carolina Theatre, CTD or the City must comply, and notices of non-compliance with any such obligations, shall be immediately forwarded by CTD to the City.

#### **ARTICLE IV**

##### **TERM**

**4.1 Term.** The term of this Agreement shall be from the date of its making, being the date appearing in the first paragraph of this Agreement, unless sooner terminated as herein provided (“Initial Term”), until June 30, 2024.

**4.2 Renewal By Mutual Agreement.** The parties shall have the option of renewing this Agreement for two five-year renewal terms. CTD shall notify the City in writing of its desire to renew prior to December 31 of the Fiscal Year before a term ends. As pre-conditions to renewal of the Agreement, CTD must:

(a) have managed and operated the Carolina Theatre in such a manner that the FMP standards have been maintained; and

(b) must not be in default of any material provision of this Agreement at the time of the exercise of the option where such default has remained uncured for a period of 30 days after notice thereof to CTD by the City.

**4.3 Surrender of Premises.** Upon termination of the Agreement, CTD covenants and agrees to yield and deliver peaceably to the City possession of the Carolina Theatre and any fixtures and improvements thereto, including the City's FF+E, promptly and in good condition, order and repair, except for reasonable wear and tear occurring subsequent to the last necessary repair, replacement, restoration or renewal of the Carolina Theatre made by CTD pursuant to the CTD’s obligations under this Agreement.

#### **ARTICLE V**

##### **PAYMENTS AND REIMBURSEMENTS**

**5.1 Annual Fee.** CTD shall receive an annual fee of \$635,000.00 from the City for each Fiscal Year. The annual fee may be adjusted +/- 2.5 to 3% per year, at the discretion of the City, based on contract performance, including review of performance measures and the City’s overall budget requirements. The prior year’s annual fee plus the annual discretionary adjustment yields the Annual Fee for the next Fiscal Year.

Over the initial ten year duration of the contract, the maximum amount to be paid to the CTD is not to exceed \$7,433,193.39. The city would make funds available in this Agreement as follows:

Maximum Payments Over Eleven Fiscal Years	Potential 3% Maximum Annual Increase
14	\$153,630
15	\$635,000.00
16	\$654,050.00
17	\$673,671.50
18	\$693,881.65
19	\$714,698.10
20	\$736,139.03
21	\$758,223.21
22	\$780,969.91
23	\$804,399.01
24	\$828,530.98
Contract Maximum Cost	\$7,433,193.39

Minimum Payments Over Eleven Fiscal Years	Potential 3% Maximum Annual Decrease
14	\$153,630
15	\$635,000.00
16	\$615,950.00
17	\$597,471.50
18	\$579,547.36
19	\$562,160.94
20	\$545,296.11
21	\$528,937.23
22	\$513,069.11
23	\$497,677.04
24	\$482,746.73
Contract Minimum Cost	\$5,711,486.02

5.1.1 For each Fiscal Year of the Agreement, the Annual Fee shall be paid to CTD in three payments:

- (a) 50% paid by July 15 of the Fiscal Year,
- (b) 25% paid by January 15 of the Fiscal Year, and
- (d) the remaining 25% paid by April 1 of the Fiscal Year.

**5.2 Reimbursements.** Other than the Programming and Facility Maintenance Fee payments, any other payment or reimbursement due and payable from the City to CTD or from CTD to the City pursuant to this Agreement shall be paid within 15 days of the acceptance of the request for such payment or reimbursement by the other party.

**5.3 Late Payment.** In the event that CTD or the City does not make payment in full on the date a payment is due and payable to the other party pursuant to this Agreement, interest on such delinquent payments shall accrue from the due date of such payment to the date payment is received at the rate of 8%.

## **ARTICLE VI**

### **FINANCIAL REPORTS**

**6.1 Books and Records.** CTD's services to the City shall include keeping complete and adequate books and records reflecting the operations of CTD in accordance with GAAP. CTD shall at all times keep and maintain in the Carolina Theatre all records, books of account and other records relating to or reflecting the operations of CTD, including such records as the City may require CTD to maintain and any information required to be maintained pursuant to any provision of this Agreement. CTD shall preserve and make available to the City at all reasonable times for examination, audit or inspection and copying the aforesaid records, books of account, and other documents for a period of six years following the end of the applicable Fiscal Year. However, if at the expiration of such six-year period CTD is seeking to contest or is contesting any matter relating to such matters or any matters to which such records may be relevant, CTD shall preserve any records required hereunder until one year after the final adjudication, settlement or other disposition of any such contest.

#### **6.2 Financial Operations and Accountability.**

6.2.1 CTD's financial statements shall be prepared on the accrual basis of accounting and conform to GAAP. Financial statement presentation shall follow the recommendations of the FASB in its Statement of Financial Accounting Standards No. 117, Financial Statements for Not-for-Profit Organizations, and CTD shall account for contributions in accordance with the FASB in SFAS No. 116. Financial Reports are provided to the Board Finance Committee and the Executive Committee monthly. Financial Reports shall be provided to the full Board at its bi-monthly meetings. Detailed financial reports shall be provided to the Board Financial Operations Committee no less than quarterly. Summary financial reports shall be provided monthly to the full CTD Board of Trustees at each of their regularly scheduled meetings. All such reports shall be made available to the City upon request.

6.2.2 Audit. CTD shall submit an audited financial statement of CTD's Fiscal Year to the Director of General Services by December 31st of the following Fiscal Year, and no later than within 30 days after its completion, whichever is earlier. Said audited financial statement shall be prepared by an independent Public Accountant reasonably acceptable to the City and performed in accordance with generally accepted auditing standards.

**6.3 Semi-annual Reporting of Performance.** CTD shall provide the City Manager and the Director of General Services with two semi-annual reports each Fiscal Year, the first being provided no later than January 30<sup>th</sup> for the preceding period of July – December, and July 30<sup>th</sup> for the preceding period of January – June, with the July 30<sup>th</sup> report constituting an annual report and summarizing the performance of CTD for the Fiscal Year. CTD may include as many measures as it chooses, and the City may add measures that it requires after receipt of the annual audit. The report shall include, at minimum, reporting on Performance Measures as provided in Exhibit B, and shall follow the same format as the reporting by City departments to the City Manager.

6.3.1 Programming and Services Performance Measures. CTD and the City shall jointly develop performance measures with progress to be presented to the City and reviewed by the City semiannually. The performance measures shall follow the same format as City Departments. CTD may include as many measures as it chooses, and the City may add measures it wants after receipt of the annual audit. . The outcomes measured are: increased participation, satisfied and loyal customers, connected to the community, efficient operations, financial sustainability and marketing. Exhibit B provides the performance measures in detail.

6.3.2 Facilities Maintenance and Utilities Performance Measures.

(a) Utilities Efficiency Measure: CTD will establish measure(s) that evaluate(s) utility usage

(b) Adherence to the Facilities Maintenance Plan: Tracked according to FMP requirements. The FMP is provided by the City to CTD. This performance measure is subject to a two-year phase in from the date of this Agreement, as specified in Subsection 3.1.1.

## **6.4 Inspection and Audit of Reports**

6.4.1 In accordance with Section 6.1 hereof, CTD shall permit the City through its employees and/or representatives, to make inspections, audits, examination or abstracts of all records and books of account required to be maintained pursuant to this Agreement. It is further understood and agreed that any such inspections, audits or examinations shall be conducted during the regular business hours of CTD and CTD will make all such records and account books available to the City at the Carolina Theatre.

6.4.2 Notwithstanding anything to the contrary contained in this Agreement, the City shall have the right to terminate this Agreement in the event any inspection or audit by the City or its agents discloses a material discrepancy constituting neglect or gross misconduct about which the CTD Chief Executive Officer and CTD Board of Trustees knew or should have known. In the event that any inspection or audit by the City or its agents discloses a discrepancy of which CTD or its representatives did not have knowledge, and that the City deems necessary to correct, then CTD shall take such actions as are necessary to correct the discrepancy and to avoid any further discrepancies within 30 days of notification by the

City.

6.4.3 The obligations of CTD under this Article shall survive the termination of this Agreement.

## **ARTICLE VII**

### **INSURANCE**

**7.1 Property and Liability Insurance.** The City at its own expense and in its sole discretion shall procure and maintain property and liability insurance and/or retain the risk for the Carolina Theatre and the City's FF+E at the Carolina Theatre.

**7.2 Insurance Provided by CTD.** CTD, at its own cost, shall procure and maintain in force the following insurance while this Agreement is in effect:

(a) Workers' Compensation Insurance, during the period of this Agreement and Supplemental Agreements, and Employer's Liability Insurance with a limit of not less than \$1,000,000.

(b) Fidelity Bonds, with reasonable limits and deductibles to be mutually agreed upon by CTD and the City, covering Employees in job classifications normally bonded in other First Class Municipal Arts Centers in the United States or as required by law, and comprehensive crime insurance to the extent that CTD and the City agree it is necessary for CTD.

(c) Commercial General Liability Insurance, covering premises / operations, products/completed operations, broad form property damage, contractual liability, independent contractors (if any), and XCU coverage (explosion, collapse, and underground) if any apply to the work of this Agreement. Such insurance shall provide, at a minimum, combined single limits of not less than \$1,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000.

(d) Personal And Advertising Injury Liability, covering claims and related charges/sums that CTD becomes legally obligated to pay as damages due to "personal and advertising" injury caused by CTD's offenses arising out of their operations or activities related to the performance of this contract. A limit of liability not less than \$1,000,000 per occurrence or, if an endorsement to a CGL policy, a \$1,000,000 combined single limit will be accepted.

(e) Property Insurance, covering all business personal property, FF+E and other equipment owned or controlled by CTD, including the City's interest in any improvements, renovations and fixtures made to the interior of the Carolina Theatre.

(f) Umbrella Policy, with limits of not less than \$1,000,000 in any one occurrence and \$2,000,000 in annual policy aggregate.

Insurance shall be provided by companies authorized to underwrite such coverages in the State of North Carolina, with companies having a Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate, providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage, and certificates shall be addressed to:

City of Durham, North Carolina  
Attention: Finance Director  
101 City Hall Plaza  
Durham, NC 27701

Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before CTD can begin any work under this Agreement.

**7.3 Coverage.** All insurance described in Sections 7.1 and 7.2 may be obtained by CTD or the City by endorsement or equivalent means under blanket insurance policies, provided that such blanket policies fulfill the requirements specified herein. All blanket insurance policies shall be in form and substance, with deductible limits and risk retentions as are acceptable to the City's Risk Manager.

#### **7.4 Policies and Endorsements**

7.4.1 All insurance provided by CTD shall name The Carolina Theatre of Durham, Inc. as the Insured, and the "City of Durham, North Carolina", its officers, employees, and elected officials shall be named as Additional Insured. The additional insured coverage must be evidenced by either an original of the endorsement to effect the coverage, or, if blanket coverage is provided, then the agent shall indicate the form number in the proper section of the certificate of insurance.

7.4.2 Upon request by the City, CTD shall provide proof of all insurance it has obtained in connection with its operation of the Carolina Theatre.

7.4.3 CTD shall notify the City of any material changes, endorsements, or cancellations of the insurance hereunder within seven business days of such changes, endorsements or cancellations.

**7.5 Claims.** CTD and the City shall cooperate in a prompt manner in connection with the making and settlement of any claims and the collection of any insurance money that may be due, and shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance monies.

**7.6 Failure to Obtain and Maintain Insurance.** If CTD fails to obtain and maintain the insurance required pursuant to this Article or, if any insurer cancels or modifies such insurance in a manner unacceptable to the City with respect to the coverages hereunder, the

City may at its discretion purchase said insurance and CTD shall reimburse the City for any premiums paid by City, as provided in Section 5.2. CTD shall not perform work during any period when any policy of insurance required hereunder is not in effect unless it gives evidence, to the reasonable satisfaction of the City, of the unavailability of such insurance.

## **ARTICLE VIII**

### **EMPLOYMENT**

#### **8.1 Employees.**

8.1.1 CTD shall at its sole cost and expense select and hire all of the personnel necessary or required for the operation, programming, maintenance, and security of the Carolina Theatre. Employees shall include such employees with such levels of expertise, as the manager of First Class Municipal Arts Centers of similar size would have on staff for the smooth operation of such a facility.

8.1.2 All Employees shall be employees of CTD and not of the City. The City shall have no right to hire, fire, supervise, or direct any such Employee.

8.1.3 CTD shall prepare and file punctually all forms, reports, and returns required by law relating to the Employees of CTD for the operation of CTD and Carolina Theatre.

**8.2 E-Verify Compliance.** CTD represents and covenants that it and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this Agreement. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this Agreement comply with NCGS 160A-20.1(b).

**8.3 Small and Disadvantaged Business Enterprise Plan.** In providing its services and performing all other duties, obligations and responsibilities under this Agreement, CTD shall comply with the City's Small and Disadvantaged Business Enterprise Plan, as it is and as it may be amended from time to time.

**8.4 Independent Contractor Relationship.** The City and CTD agree that with respect to the performance of the services by CTD to the City, with no limitation whatsoever, CTD shall be acting as an independent contractor. Nothing herein shall constitute, or be construed to be or create, a partnership, agency, joint venture, lease or landlord-tenant relationship between CTD and the City. CTD agrees that it will not make any representations that its relationship to the City is other than that of an independent contractor, and CTD and the City may so inform any parties with whom they deal and may take any other reasonable steps

to carry out the intent of this section.

**8.5 Exclusivity.** CTD's services shall be non-exclusive to the Carolina Theatre. CTD shall without limitation, be permitted to engage other facilities or organizations in Durham and in other cities to provide services, including consulting, booking, marketing, operations, or other services as needed. City funds will not be used for any project, facility, or partnership other than the operation of the Carolina Theatre.

## **ARTICLE IX**

### **DAMAGE, CONDEMNATION AND REPAIR**

#### **9.1 Damage to or Destruction of the Carolina Theatre Facility**

9.1.1 In the event that the Carolina Theatre or any portion thereof shall be damaged or destroyed at any time or times during the Initial Term or any Renewal Terms by fire, casualty or any other cause, CTD shall give prompt notice to the City and the City shall, to the extent of insurance, with due diligence, repair, rebuild or replace the same as that after such repairing, rebuilding or replacing, the Carolina Theatre shall be substantially the same as prior to such damage or destruction. If the City fails to undertake such work within 180 days after notice of the fire or other casualty, or shall fail to complete same diligently, within a reasonable time period agreed to between the City and CTD, then CTD may, at its option, terminate this Agreement by written notice to the City effective 30 days after the date of such notice. Termination of this Agreement, in such instance, shall be the CTD's sole remedy. Notwithstanding anything to the contrary contained herein, the City shall have no obligation for repair, rebuilding, or replacing the Carolina Theatre in the event all or a substantial portion of the CTD shall be destroyed or damaged by fire or casualty. However, in the event of damage or destruction of the Carolina Theatre in whole or in part, the City shall pay the Annual Fee due the CTD in the year of occurrence.

9.1.2 Notwithstanding the forgoing, in the event that the City by reason of unavailability of supplies, strikes, walkouts, or other matters beyond the City's control, shall be unable to complete the repair or restoration within the time period agreed to, the time period shall be extended accordingly.

9.1.3 In the event of any damage to or destruction of the Carolina Theatre, this Agreement shall remain in full force and effect until 30 days after the City has provided written notice to CTD of its decision to not repair or to demolish the Carolina Theatre.

**9.2 Condemnation.** In the event the Carolina Theatre, or such portion that renders the Carolina Theatre as a whole unusable for the purposes expressed herein, shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition, expropriation, or like proceeding by any competent authority, then, in any such event, this Agreement shall terminate as of the date of the taking and CTD shall not be entitled to

participate in any award or compensation received for such a taking or condemnation. However, CTD shall be entitled to receive that portion of any award which provides compensation for property taken which was owned by CTD.

**ARTICLE X**  
**TERMINATION, REMEDIES AND EXCULPATION**

**10.1 Termination**

10.1.1 If at any time during the term of this Agreement, commencing on the date hereof, the City shall breach or fail to perform any term, covenant or condition contained in this Agreement, and shall fail to cure or to commence a reasonable undertaking to cure such breach or failure within 30 days following notice thereof or shall thereafter fail to diligently pursue all necessary efforts to effect such cure, CTD may terminate this Agreement by giving written notice to the City. Termination of this Agreement shall be the sole remedy of CTD for any breach of this Agreement.

10.1.2 The City shall have the right to terminate this Agreement by notice to CTD if any one or more of the following events occur:

(a) If at any time during the term of this Agreement, CTD shall apply for or consent to the appointment of a receiver, trustees or liquidator of all or a substantial part of its assets or make a general assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition seeking reorganization, composition, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation, or file an answer admitting the material allegations of a petition filed against it in any proceeding under the bankruptcy or reorganization laws or to be adjudicated as bankrupt or insolvent.

(b) If any petition or complaint is filed without the application, approval or consent of CTD seeking reorganization, composition, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation with respect to CTD seeking appointment of a receiver, trustee or liquidator thereof of all or a substantial part of such party's assets, and such petition or complaint shall be pending and not withdrawn or dismissed for an aggregate of 90 days (excluding any days during which such a petition would be stayed), whether or not consecutive.

(c) CTD shall fail to meet the Minimum Performance Standards as set forth in this Agreement and shall fail to cure within a reasonable time period to effectuate such cure with exercise of due diligence after notification by the City, but in no event greater than 30 days.

(d) CTD shall breach or fail to perform any term, covenant or condition contained in this Agreement and shall fail to cure within a reasonable time period required to effectuate such cure with exercise of due diligence after notification by the City, but in no event greater than 30 days.

10.1.3 If a shorter notice and cure period than 30 days is provided in any section of this Agreement, that shorter notice and cure period shall control. Only one notice and cure period shall apply to any particular breach or failure of performance.

10.1.4 The provisions in Section 10.1 shall be cumulative with, and not in derogation of, any other provisions of this Agreement with respect to Termination, including without limitation the provisions of Section 11.4.

## **10.2 Remedies upon Termination.**

10.2.1 In the event this Agreement is terminated as provided in Section 10.1, the City shall, within 30 days after the date of such termination, pay CTD all accrued and unpaid Annual Fee; provided that the obligation of the City to make such payment shall be subject to the right of offset in the event this Agreement is terminated by the City pursuant to any of the provisions of Section 10.1 or 11.4 or pursuant to any right to terminate at law or in equity. The Annual Fee shall be considered to have accrued only for such portion of the Fiscal Year as this Agreement is in effect prior to Termination, and any portions of the Annual Fee pre-paid by the City for portions of the Fiscal year when this Agreement is no longer in effect shall be refunded by CTD to the City.

10.2.2 In the event that this Agreement is terminated as provided in Section 10.1, CTD shall prepare or cause to be prepared financial statements in accordance with the applicable provisions of Section 6.2 for the period between the end of the last preceding Fiscal Year and the termination date, and CTD shall account to the City as of the termination date for all amounts due and payable specified in such financial statements. Such accounting shall be subject to post-termination adjustment to correct any errors in such statements. The obligation to make any such adjustment shall survive the expiration or the Termination date. In addition, as of the date of notice of the termination, CTD will take all necessary measures to effectuate the orderly and prompt termination of the relationship contemplated by this Agreement and the orderly and prompt transfer of operations, so that it can be complete as of the date of termination.

10.2.3 In the event this Agreement is terminated by the mutual agreement of the parties, neither party shall be liable to the other for any damages, costs or expenses arising out of such Termination except as may be expressly provided in any separate agreements or amendments now or hereafter executed by the parties with respect to such liability.

10.2.4 In the event this Agreement is terminated as provided in 10.1.2, the City shall agree to be assigned contracts for capital improvements that are affixed to the Carolina Theatre and artist contracts related to performances contracted for the Carolina Theatre, so long as such obligations are ones that were reasonable and prudent to incur in the operation of a First Class Municipal Arts Center.

## ARTICLE XI ASSIGNMENT

### 11.1 Assignment by CTD

11.1.1 CTD shall have no right to assign any of its rights, or interests under this Agreement to any other party.

11.1.2 CTD shall have the right to lease portions of the premises on a long-term basis to third parties providing goods and services which are complementary to the uses of CTD such as food and beverage providers, related merchandise vendors or entertainment providers. CTD shall be required to obtain written approval from City of all subleases that are one year or longer in duration.

**11.2 Assignment by the City.** Subject to the rights of CTD set forth in this Agreement, the City shall have the right to assign any of its rights or interests under this Agreement or to delegate any of its duties hereunder at any time to any third party or parties, provided that such third party shall expressly agree to be bound by the provisions and agreements herein contained. To the extent permitted by law, the City may not assign this Agreement to a person or entity whose principal business activity is the ownership or management of arts center facilities competitive with CTD.

**11.3 Notice of Assignment.** The City shall give prompt notice to CTD in writing specifying the terms and conditions of such transfer, the parties thereto and the expected effective date of such transfer.

**11.4 Unauthorized Assignment.** Any assignment, in part or in whole, by CTD shall be both null and void and a default permitting the City to terminate this Agreement.

## ARTICLE XII TAXES, IMPOSITIONS AND LIENS

**12.1 Taxes and Impositions.** All taxes, levies, assessments, utilities and similar charges on or relating to the Carolina Theatre, and not exempted through the CTD's not-for-profit status or otherwise provided for in this Agreement (hereinafter "Impositions"), shall be paid by CTD before it becomes delinquent, and before any fine, penalty, or interest is added thereto to the extent that such Impositions do not exceed the Annual Fee for that year. The City shall have no obligations for payment for any Impositions attributable to or allocable to CTD's presentations or programming.

**12.2 Liens.** CTD shall prevent any liens from being filed against the Carolina Theatre which arise from any maintenance, repairs, alterations, improvements, additions or replacements in or to the Carolina Theatre or any other acts or omissions of CTD. CTD shall act for itself and the City in this regard, unless the City directs otherwise, and if any liens are filed, CTD shall prevent any liens from becoming delinquent. The cost thereof, if the lien was not occasioned by the fault of either party, shall be treated

the same as the cost of the matter to which it relates. If the lien arises as a result of the fault of one party, then the party at fault shall bear the out-of-pocket cost of obtaining the lien release.

**ARTICLE XIII**  
**SALE OF THE CAROLINA THEATRE**

**13.1 Sale of the Carolina Theatre.** The City shall have the right to sell the Carolina Theatre to any bona fide third party purchaser without approval of CTD. The City shall provide a minimum of 550 days' notice to CTD of its intent to sell the Carolina Theatre and shall continue to pay CTD the Annual Fee specified in this Agreement through the date of transfer of ownership to the purchasing party.

**ARTICLE XIV**  
**MISCELLANEOUS**

**14.1 Indemnification**

14.1.1 To the extent allowed by law, CTD shall defend, indemnify and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of the errors, omissions or acts of CTD or subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection, CTD shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

14.1.2 Definitions. As used in subsections 14.2.1 above and 14.2.3 below.

“Charges” means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are interest and reasonable attorneys’ fees assessed as part of any such item).

“City” means the City of Durham

“CTD” means all parties to this Agreement other than the City, as well as parties hired by or used by CTD to perform services.

“Indemnitees” means City and its officers, officials, independent contractors, agents, and employees.

14.1.3 Nothing in subsections 14.1.1 or 14.1.2 above shall affect any warranties in favor of the City that are otherwise provided under this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may apply to this Agreement.

14.1.4 If any claim, action or proceeding is made or brought against any Indemnitee by reason of any event as to which CTD is indemnifying any Indemnitee pursuant to this Article, then upon demand by such Indemnitee, CTD, by and through the attorneys for CTD's insurance carrier, shall resist or defend such claim, action or proceeding in such Indemnitee's name, if such claim, action or proceeding is covered by insurance, otherwise by such attorneys as the City shall approve. The City agrees that in the event that the City is named as party to an action, the City will reasonably cooperate with CTD in the conduct of the proceedings. Notwithstanding the foregoing, the City may engage its own attorneys to defend it or to assist in its defense of such claim, action or proceeding and, except for attorneys' fees and disbursements incurred by the City in connection with the defense of claims, actions or proceedings based solely upon the negligence of the City or in connection with the City's use of the Carolina Theatre, CTD shall pay all reasonable fees and disbursement of such attorneys.

CTD shall not represent the existence of an obligation on the part of the City to any third person without the City's prior written consent, nor shall CTD, in the name of or on behalf of the City, borrow any money or execute any promissory note, bill of exchange, or other obligation or mortgage or other encumbrance, and CTD hereby agrees to indemnify the City against any claims, including costs and expenses incident thereto, by reason of any such action.

14.1.5 Claims against CTD due to actions of Third Parties or Parties under Direct control of the City. In the event any act or omission of Indemnitees is the sole cause of CTD to be subject to the claims of third parties for breach of contract, then the City will reimburse CTD for uncontested portions of said loss within 10 days of being presented with documentation of said loss. CTD's obligation to indemnify shall not apply to Charges caused by the negligence, acts or omissions of Indemnitees.

14.1.6 CTD agrees to comply with the operation and maintenance standards and instructions found in any warranty or Required Service Contract relating to the Carolina Theatre of which it has received a copy. In the event that a repair or maintenance is required which is covered by such warranty or Required Service Contract and such warranty or Required Service Contract is not honored due to failure by CTD to operate and maintain in accordance with the terms of the warranty or the Required Service Contract, notwithstanding anything to the contrary contained in this Agreement, CTD shall make such repair and replacement as necessary or do such maintenance work with no contribution by the City regardless of whether or not it is deemed a Non-Routine Repair and Maintenance item.

**14.2 Public Bidding Requirement.** Notwithstanding any other provision of this Agreement, a precondition for payment or reimbursement by the City of any costs incurred or expenditures made by CTD pursuant to this Agreement is that CTD incur such costs or make such expenditures in compliance with City Purchasing guidelines and bidding requirements. CTD may continue to contract with and select artists and teaching artists and awards grants through jury processes and based on artistic and educational merit, not through bidding processes.

**14.3 Choice of Law and Forum.** This Agreement shall be deemed made in Durham County, North Carolina and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court.

**14.4 Headings.** Headings of Articles and Sections are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Articles, Sections, or subsections to which they refer.

**14.5 Notices**

14.5.1 All notices, demands and other communications required or permitted under this Agreement shall be in writing, sent by hand delivery or by first class mail, postage pre-paid to the following addresses:

As to the City:

City Manager  
101 City Hall Plaza  
Durham, NC 27701

As to CTD:

The Carolina Theatre of Durham, Inc.  
309 West Morris Street  
Durham, NC 27701  
Attn: Chief Executive Officer

Either party to this Agreement may change its address or the person to whom the notice shall be sent by giving the other party written notice of its new address as herein provided.

14.5.2 Change of Address; Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

**14.6 Successors and Assigns.** This Agreement shall be binding upon the successors of the parties hereto, provided that this provision shall not be deemed to authorize the assignment or other transfer of this Agreement which may only be accomplished as expressly provided in this Agreement.

**14.7 Waiver.** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing signed by such party.

**14.8 Performance of Governmental Functions.** Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Agreement shall in any way stop, limit or impair the City from exercising or performing any regulatory, policing or other authority it may possess with respect to the Carolina Theatre.

**14.9 Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**14.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute a single instrument.

**14.11 Force Majeure.** "Force Majeure" shall mean death or physical or other disability of any of the personnel forming part of or used in connection with the production of an Event, the acts or regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, war, fire, severe weather, flood, national or local calamity, acts of public enemy or terrorism, epidemic, interruption or delay of transportation service, interruption of utilities or other municipal services, the breach of contract on the part of any third party, the unlawful act of any third party, or any cause beyond the reasonable control of the Parties. The City shall not assert in its favor that an event or act is a Force Majeure event or act to the extent that the event or act is substantially caused by the unreasonable act or omission of the City, or its officers, officials, employees, agents, contractors, or subcontractors of all tiers, but excluding the Operator. The Operator shall not assert in its favor that an event or act is a Force Majeure event or act to the extent that the event or act is substantially caused by the unreasonable act or omission of the Operator, or its officers, members, managers, board members, employees, agents, contractors, subcontractors of all tiers, but excluding the City.

**14.12 Entire Agreement.** The Agreement and the Exhibits hereto, together with any instruments to be executed and delivered pursuant to this Agreement, contain all the promises, agreements, conditions, inducements and understandings between the City and CTD as to the matter contained herein and covered hereby. There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, between them other than as herein set forth, or other than as may be expressly

contained in this written agreement executed by the parties hereto or instruments executed by one party hereto and accepted by the other party hereto. All previously existing agreements, notes, conditions, inducements and understandings are replaced by this Agreement.

**14.13. No Third Party Rights Created.** This Agreement is intended for the benefit of the City and CTD and not any other person.

**14.14 Amendments and Modifications.** Any amendment or modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a duly authorized Deputy or Assistant City Manager signs it for the City.

**14.15 Survival.** The parties' rights and obligations under this Agreement shall survive expiration or termination of this Agreement if such survival is required to fulfill the substance of such rights and obligations.

**14.16 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or a breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement (“Dispute”). To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all Disputes shall go through the following steps prior to the institution of litigation. The parties shall first take their Dispute to the City Manager. If the parties are not satisfied with the decision of the City Manager regarding the Dispute, they shall then take the matter to the City Council. Only after exhaustion of appeal to the City Manager and City Council may litigation be instituted arising from or related to this Agreement.

**14.17 Exhibits.**

The following exhibits are made a part of this Agreement:

- Exhibit A: Facility Maintenance Plan
- Exhibit B: Performance Measures
- Exhibit C: Fixtures, Furnishings, and Equipment owned by The Carolina Theatre, Inc.
- Exhibit D: City-Owned Fixtures, Furnishings and Equipment
- Exhibit E: Insurance Certificates and Privilege License

In case of conflict between an exhibit and the text of this Agreement excluding the exhibit, the text of this Agreement shall control.

IN WITNESS WHEREOF, the City and the CTD have caused this Agreement to be executed under seal themselves or by their respective duly authorized agents or officers.

CITY OF DURHAM

\_\_\_\_\_  
THOMAS J. BONFIELD  
CITY MANAGER

Attest:

\_\_\_\_\_  
City Clerk

THE CAROLINA THEATRE OF DURHAM, INC.

\_\_\_\_\_  
BOB NOCEK  
PRESIDENT/CHIEF EXECUTIVE OFFICER

(Affix Corporate Seal)

Attest:

\_\_\_\_\_  
Corporate Secretary

STATE OF NORTH CAROLINA   ACKNOWLEDGMENT BY CITY OF DURHAM  
COUNTY of DURHAM

I, a Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day, and acknowledged that he or she is the City Clerk of the City of  
Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its  
corporate name by its City Manager, sealed with its corporate seal, and attested by its said City Clerk. This the \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA   ACKNOWLEDGMENT BY THE CAROLINA  
THEATRE OF DURHAM, INC.  
COUNTY of \_\_\_\_\_

I, a Notary Public in and for the aforesaid County and State, certify that Cecily Durrett personally appeared before me this day and  
stated that he or she is Secretary of The Carolina Theatre of Durham, Inc., A North Carolina Non-Profit Organization (501c3) and that  
by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its  
President/Chief Executive Officer, whose name is Bob Nocek, sealed with its corporate seal, and attested by him/herself as its said  
Secretary or Assistant Secretary. This the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

EXHIBIT A – FACILITY MAINTENANCE PLAN

Carolina Theatre - Facility Maintenance Plan	
Construction Specification Index	
Construction Specification Division #s	
Maintenance Task Task Numbering System	
Maintenance Tasks and Task Frequencies	
Maintenance Task Checklists	
Facility Reports and Equipment Warranties	
Facility Drawing Index	
	
MBP Facility Pilot MANAGING BUILDING PORTFOLIOS © 2013 MBP	
Introduction and Instructions	
HVAC Equipment and HVAC Specialties	
Control System Components and Control Drawings	
Electrical Service Equipment	
Fire and Life Safety Systems	
Theatrical Equipment	
Architectural Systems and Specialty Systems	
Cost Data	

?		Start Page	PMP Task Checklists		PREVENTIVE MAINTENANCE PLAN Consolidated PMP Task Checklist TASK PERFORMANCE CHECKLIST					Task Completion Auditing			
Maintenance Task Sheets		Preventive Task Description		Task Frequency	Task Frequency	Task Frequency	Task Frequency	Task Frequency	Task Frequency	Task Frequency	Task Frequency	Task Frequency	Task Frequency
Task Number	Preventive Task Description	Monthly	Quarterly	Semi-Annually	Annually	Other	Performed By	Date	Approved By	Task Frequency	Task Frequency	Task Frequency	Task Frequency
<b>Roof Top Units</b>													
<b>Unit Cabinet</b>													
237413.x.1.1	Clean exterior of air handler cabinet.				•								
237413.x.1.2	Inspect door, handles, latches and hinges for proper operation.				•								
237413.x.1.3	Inspect door gaskets for damage and proper seal.				•								
237413.x.1.4	Inspect panels for damage.				•								
237413.x.1.5	Inspect air hoods and air flappers for damage and debris.			•	•								
237413.x.1.6	Inspect bird screens for damage, dirt and debris.				•								
<b>Fans</b>													
237413.x.2.1	Clean fan housing segment and fan assembly (supply, return, exhaust).				•								
237413.x.2.2	Check fan housing, wire, shaft, frame, belt vane and bearings for damage, wear, load and debris.				•								
237413.x.2.3	Check fan base, vibration isolators and thrust restraint for damage, wear, loose parts, dirt and debris.				•								
237413.x.2.4	Check fan connector for damage and wear.				•								
<b>Filters</b>													
237413.x.3.1	Check the cleanliness of the filters and replace or clean as required.	•											
237413.x.3.2	Check filter frames (filter tracks) for residual contaminants and clean as necessary.				•								
237413.x.3.3	Verify filter gauge and/or switch function properly.				•								
<b>Drive Assembly</b>													
237413.x.4.1	Check drive belt for damage, loose parts, wear, and dirt.				•								
237413.x.4.2	Check belt tension and sheave alignment.				•								
237413.x.4.3	Lubricate fan bearings.				•								
237413.x.4.4	Check condition of extended lubrication lines when present.				•								
<b>Motors</b>													
237413.x.5.1	Check adjustable fan motor base and mounting hardware for loose parts or damage.				•								
237413.x.5.2	Check motor for heating bearing ash.				•								
237413.x.5.3	Check motor for external housing or shell damage.				•								
237413.x.5.4	Check for dirt, dust & debris in air vents on motor's cooling fan housing.				•								
<b>Coils</b>													
237413.x.6.1	Clean heating, cooling, and dehumidification coils.				•								
237413.x.6.2	Clean condensate drain pan, trap, drain line and adjacent wetted surfaces.				•								
237413.x.6.3	Check priming of the condensate drain trap.				•								
<b>Controls</b>													
237413.x.7.1	Check, clean and calibrate controls.				•								
<b>Exhaust Fans</b>													
<b>Unit Cabinet or Housing</b>													
234423.x.1.1	Inspect housing bolts, nuts, washers, and fasteners for tightness. Tighten or replace as necessary.				•								
234423.x.1.2	Inspect housing for cleanliness. Clean exterior surfaces.				•								
234423.x.1.3	Remove dirt and grease in motor housing.				•								
<b>Fans</b>													
234423.x.2.1	Inspect propeller and air inlet for dirt and material build-up. Clean as required.				•								
234423.x.2.2	Lubricate fan bearings.				•								
<b>Drive Assemblies</b>													
234423.x.4.1	Inspect belt for wear and alignment. Replace worn belts and adjust alignment and tension as needed. Re-tension belts after 24 hours of operation.				•								
234423.x.4.2	Check drive sheaves for wear and alignment. Replace and re-tighten worn sheaves.				•								
<b>Motors</b>													
234423.x.5.1	Inspect motor for heating noise or vibration.				•								
234423.x.5.2	Inspect motor cooling fan inlet for blockage or debris. Clean if necessary.				•								
234423.x.5.3	Lubrication not needed for the first 10 years but can be lubricated after 3 years (except Propeller Upblast FT).				•							3 Years	
<b>Electrical Service</b>													

?		Start Page	PMP Task Checklists		PREVENTIVE MAINTENANCE PLAN Consolidated PMP Task Checklist TASK PERFORMANCE CHECKLIST					Task Completion Auditing		
Maintenance Task Sheets		Task Number	Preventive Task Description	Monthly	Quarterly	Task Frequency Semi-Annually	Annually	Other	Performed By:	Date	Approved By:	
233423 x.11.1			*Inspect all electrical conduit connections to ensure tightness.				•					
233423 x.11.2			*Inspect wiring connections to motor leads.				•					
233423 x.11.3			*Perform and record motor amperage readings while motor and fan are operational.				•					
<b>VAV Air Terminals</b>												
<b>Unit Cabinet or Housing</b>												
233500 x.1.1			Clean interior and exterior of terminal housing				•	As Needed				
233500 x.1.2			Check ductwork connections for air leakage				•	As Needed				
<b>Coils</b>												
233500 x.6.1			Measure pressure drop across coils and record				•	As Needed				
233500 x.6.2			Clean coils				•	As Needed				
<b>Controls</b>												
233500 x.7.1			Check Building Automation System display for space temperature and set point				•					
233500 x.7.2			Check the operation of thermostat control				•					
233500 x.7.3			Check operation of control sensor operator				•					
<b>Unit Heaters</b>												
<b>Unit Cabinet or Housing</b>												
233829 x.1.1			Inspect unit housing and clean as necessary				•					
233829 x.6.1			Inspect coil fins for dirt and debris, clean as necessary				•					
<b>Controls</b>												
233829 x.7.1			Check operation of thermostat				•					
<b>Ductless Split Systems</b>												
<b>Unit Cabinet or Housing</b>												
			Inspect unit housing for damage and cleanliness, clean as required				•					
<b>Filters</b>												
			Check the cleanliness of the filters and replace or clean as required				•					
			Check filter frames for residual contaminants and clean as necessary				•					
<b>Fans</b>												
			Clean condenser (outdoor) fan housing segment and fan assembly				•					
			Check condenser (outdoor) fan housing, wheel, shaft, frame, inlet vanes and bearings for damage, wear, loose parts, dirt and debris				•					
			Clean evaporator (indoor) fan housing segment and fan assembly				•					
			Check evaporator (indoor) fan housing, wheel, shaft, frame, inlet vanes and bearings for damage, wear, loose parts, dirt and debris				•					
<b>Compressor</b>												
			Check operation of compressor, check for excessive noise, vibration or overheating				•					
<b>Coils</b>												
			Check compressor for signs of refrigerant leakage				•					
			Inspect condenser(outdoor) coils for cleanliness, damage, and sign of refrigerant leakage				•					
			Inspect evaporator(indoor) coils for cleanliness, damage, and sign of refrigerant leakage				•					
			Inspect coils for cleanliness, damage, and sign of refrigerant leakage				•					
			Inspect condenserate (indoor) drain pan for debris or plug/drips				•					
<b>Controls</b>												
			Check operation of thermostat and fan controls				•					
<b>Unit Cabinet or Housing</b>												
			Inspect unit housing and clean as necessary				•					
<b>Coils</b>												
			Inspect coil fins for dirt and debris, clean as necessary				•					
<b>Controls</b>												



3		Start Page	PMF Task Checklists	PREVENTIVE MAINTENANCE PLAN Consolidated PMF Task Checklist TASK PERFORMANCE CHECKLIST					Task Completion Auditing			
Task Number	Preventive Task Description	Monthly	Quarterly	Semi-Annually	Annually	Other	Performed By:	Date	Approved By:			
<b>Fire Doors</b>												
083323.1.21.1	Inspect for Bent Bottom Bars, damaged Slips, pinched Guides, dented or missing Hood, Flue Liner, Release Holders, Smoke Detectors and Receivers.	•										
083323.1.21.2	Check all "Wear" Attachment Bolts, Spring Assembly Bolts, Bracket Attachment Bolts, Set Screw Bolts, and Lock Bolts.	•										
083323.1.21.3	Check Operating Assembly, Generator Assembly and Barrel Assembly	•										
083323.1.21.4	Lubricate all Pivot Joints, Slats and Roller Chans	•										
083323.1.21.5	Check Operation, Spring, Tension, and Balance	•										
083323.1.21.6	Inspect and test drop.					•						
<b>Generator</b>												
<b>Unit Cabinet or Housing</b>												
263213.x.1.1	General set inspection.	•										
263213.x.1.2	Check all hardware (fitting, clamps, fasteners, etc.)	•										
263213.x.1.3	Check generator radiator air inlet	•										
263213.x.1.4	Check generator air outlet	•										
<b>Dryse Assemblies</b>												
263213.x.4.1	Check drive belt	•										
<b>Engine</b>												
263213.x.15.1	Check operation of auto transfer switches.	•										
263213.x.15.2	Check engine oil level	•										
263213.x.15.3	Check coolant level	•										
263213.x.15.4	Check coolant heater(s)	•										
263213.x.15.4	Check radiator hoses for water and cracks	•										
263213.x.15.5	Check air cleaner (replace as necessary)	•										
263213.x.15.6	Drain fuel filter(s)	•										
263213.x.15.7	Check anti-freeze and DCA concentration	•										
263213.x.15.8	Change engine oil and filter	•										
263213.x.15.9	Change water coolant filter	•										
263213.x.15.10	Change fuel filter	•										
263213.x.15.11	Change fuel filter	•										
263213.x.15.12	Clean cooling systems	•										
<b>Safeties</b>												
263213.x.16.2	Test rupture basin leak detect switch					•						
<b>Batteries</b>												
263213.x.30.1	Check battery charging system	•										
263213.x.30.2	Check battery electrolyte level	•										
<b>Auto Transfer Switches</b>												
<b>Inspection and Cleaning</b>												
263600.x.11.1	Inspect switch for any accumulation of dust, dirt or moisture. If necessary, clean by using a vacuum or wiping with a dry cloth or soft brush. (DO NOT USE A BLOWER)	•										
263600.x.11.2	Remove transfer switch barriers and check the condition of the contacts. Any surface deposits must be removed with a clean cloth. (DO NOT USE EMERGENCY CLOTH OR A FILE)	•										
263600.x.11.3	Inspect contacts. If contacts are pitted or worn excessively, replace the contacts.	•										
263600.x.11.4	Inspect mechanical integrity to verify there are no loose, broken or badly worn parts.	•										
263600.x.11.5	Inspect the operating mechanism of the transfer switch to verify debris has not contaminated the mechanism. Clean and lubricate with Lubriplate 105.	•										
<b>Testing</b>												
263600.x.19.7	Test the system periodically under load conditions on a schedule acceptable to the authority having jurisdiction (AHJ). The test shall be conducted or witnessed by the AHJ.	•										Coordinate with the AHJ.

2 Start Page		PMP Task Checklists		PREVENTIVE MAINTENANCE PLAN Consolidated PMP Task Checklist TASK PERFORMANCE CHECKLIST						Task Completion Auditing		
Task Number	Preventive Task Description	Task Frequency						Performed By:	Date	Approved By:		
		Monthly	Quarterly	Semi-Annually	Annually	Other						
<b>Battery</b>												
285600.1.20.6	Replace the COT battery.								3-5 Years			
<b>Electrical Panels</b>												
<b>Unit Cabinet or Housing</b>												
282416.x.1.1	Inspect Power Panel Housing, Door, Latch, Lock, Etc.								•			
282416.x.1.2	Inspect Power Panel to ensure panel labeling is intact and is decipherable.								•			
282416.x.1.3	Check to ensure panel legend card is inside panel cabinet.								•			
<b>Electrical Service</b>												
28213.x.1.1	Check panel for tripped circuit breakers								•			
28213.x.1.2	DO NOT RESET TRIPPED BREAKERS UNTIL CAUSE IS DETERMINED								•			
28213.x.1.2	Perform line side amp/probe readings and record								•			
<b>Variable Frequency Drives</b>												
<b>Unit Cabinet</b>												
237413.1.1	Check for dirt/dust, corrosion and temperature.								•			
237413.1.2	Clean exterior of drive cabinet.								As Needed			
237413.1.3	Replace enclosure fan.								6 Years			
237413.4.1	Replace drive module fan.								6 Years			
<b>Filters</b>												
237413.3.1	Check and replace enclosure inlet air filter.			•					6 Years			
237413.3.2	Check and replace exhaust air filter.			•					6 Years			
<b>Controls</b>												
237413.7.1	Check and clean heat sink.								6 Years			
237413.7.2	Inspect tightness of terminals.								9 Years			
237413.7.3	Inspect Quality of supply voltage.								9 Years			
237413.7.4	Replace OTR+ flag cables.								10 Years			
237413.7.5	Replace Electrolytic capacitors (DC circuit).								10 Years			
237413.7.6	Replace battery in assistant control panel								10 Years			
237413.7.7	Replace capacitor.								10 Years			
<b>Theoretical Rigging</b>												
<b>Pipe Brackets</b>												
116113.1.20.1	Inspect all pipe splice connections and tighten if necessary.								•			
116113.1.20.2	Repair or replace bent or damaged pipes as they occur.								As needed			
116113.1.20.3	Perform Visual Inspection of Pipe Brackets			•					As needed			
<b>Trip Chains</b>												
116113.1.20.4	Adjust trip chains as the cables stretch.								•			
116113.1.20.5	Replace damaged chains, stretchers or pulley links as necessary.								•			
116113.1.20.6	Perform Visual Inspection of Trip Chains			•					•			
<b>Wire Ropes</b>												
116113.1.20.7	Check all connections.								•			
116113.1.20.8	Check for signs of wear and or damage.								•			
116113.1.20.9	Replace cable that is worn or damaged.								As needed			
116113.1.20.10	Perform Visual Inspection of Wire Ropes								•			
<b>Hand Line Rope</b>												
116113.1.20.11	Check both connections on top and bottom of anchor.								•			
116113.1.20.12	Perform Visual Inspection of Hand Line Ropes								•			
116113.1.20.13	Replace rope.								As needed			
<b>Counterweight Arbor</b>												
116113.1.20.14	Check all bolted connections-tighten as required.								•			
116113.1.20.15	Make sure counterweights have one spreader plate between weights every 2 feet								•			
116113.1.20.16	Inspect counterweights for cracks and wear.								•			
116113.1.20.17	Inspect counterweights for cracks and wear.								•			
<b>Lift Blocks, Head Blocks and Floor Blocks</b>												
116113.1.20.18	Visually check all blocks while someone else runs the counterweight cart								•			



?		Start Page		PMP Task Checklists		PREVENTIVE MAINTENANCE PLAN Consolidated PMP Task Checklist TASK PERFORMANCE CHECKLIST					Task Completion Auditing		
Maintenance Task Sheets		Preventive Task Description		Task Frequency		Monthly	Quarterly	Semi-Annually	Annually	Other	Performed By:	Date	Approved By:
223300.x.11.2	Relief Valves, Cathodic Protection	Check all fuses (Electrical Disconnect and heater). Replace any fuses as required of same type as the originals.							•				
223300.x.18.1	Relief Valves, Cathodic Protection	Check operation of relief valve by lifting the handle fully. The water released should be directed to a suitable drain to prevent injury or damage.							•				
223300.x.18.2	Relief Valves, Cathodic Protection	Inspect anode rod(s) and replace when more than 5' of core wire is exposed at either end of rod.							•				
223300.x.19.1	Heating Elements	Clean lime scale from the heating elements by scraping or scaling in a descaling solution. Clean should be taken so the protective jacket is not damaged.						•					
223300.x.19.2	Heating Elements	Replace gasket whenever the heating element is removed from the tank for cleaning or replacement.						•					
223300.x.19.3	Heating Elements	Inspect the system Sentinel System for unit L.E.D.s identifying the location of a non-functioning element.						•					

**EXHIBIT B – PERFORMANCE MEASURES**

CAROLINA THEATRE OF DURHAM, INC.  
ANNUAL PERFORMANCE MEASURES

Outcome	Measures	2012-13 ACTUAL	2013-14 TARGET	2014-15 TARGET	Source	Notes
<b>Increased Participation</b>	No. of Presentations	60	60	60	EventBooking.com	Although we may see some growth here, CT is operating at or above capacity. We could exceed 60 if the right shows are offered to us, but a more important goal is to tighten the financial performance of the current level of activity.
	No. of Performing Arts Presentations	15	12	15	EventBooking.com	We see Performing Arts presentations encompassing any event which we would likely not have booked if profit were the sole motivator. This may include some jazz & blues artists (although others may be commercial), theater, lectures/discussions, etc. Our long-term goal, given an improved financial standing, is to increase the percentage while being sensitive to the many performing arts clients that rent the Carolina Theatre.
	No. of Rental Events	101	82	90	EventBooking.com	To accurately reflect the level of rental activity, we have reported each day as an event, even if used by the same client. A three-day rental by one company counts as three rental events, as the company pays rent for each day. This is a more accurate reflection than counting the number of rental clients. Rental activity will not likely reach 2012-13 levels again for two reasons: one film/video production company was responsible for 7 days rental, and we have been unable to accommodate their schedule since; and daily matinees in the Cinemas make daytime rentals in those spaces impossible.
	% of Profitable Presentations	60%	80%	80%	Budget, Archtics	We've made this category % of Profitable presentations. The shows we budget as part of the season get a sales goal and attendance target, but the majority of our shows are added later, and we don't set a fixed target for those, other than to be profitable.
	% Presentation Sellouts	7	14	12	Archtics	
	Diversity of Programming - Commercial, Cultural	25%	20%	25%	EventBooking.com	
	Total Usage Days, Fletcher Hall	316	320	320	EventBooking.com	
<b>Satisfied &amp; Loyal Customers</b>	Satisfaction Survey Rating	n/a	n/a	n/a	SurveyMonkey	Will develop a formal Satisfaction Survey system by start of FY 15.
	Facebook "Likes" Carolina Theatre	15000	21000	25000	Facebook	
	Facebook "Likes" NCGLFF	3900	4200	4500	Facebook	
	Twitter Followers @CarolinaDurham	n/a	7500	10000	Twitter	
	Twitter Followers @CTDceo	n/a	2000	2500	Twitter	
	% of Memberships Renewed	55%	59%	60%	Archtics	
	Complaints Registered				TBD	Will develop a formal complaint system by start of FY15.
	# of website visits	417,734	425,000	450,000	DesignHammer	
	No. of Outreach Programs	1	3	3	EventBooking.com	

<b>Connected to the Community</b>	No. of participants in Outreach Programs	500	60	120	Archtics	Attendance varies because of the nature of the programs. 2012-13 was a public event where total attendance is recognized, the 2013-14 series is a small year-long program.
	No. of School Partnerships	200	200	200	Archtics	This is the total number of schools participating in Arts Discovery programs.
	No. of K-12 Students Participating in Programs	14,363	12,500	12,500	Archtics	Attendance for the series had been under 10,000 in 2009-10, and has grown significantly in each year through 2012-13. In the current year, we are seeing a decline that more closely resembles 2010-11, and which we feel more accurately reflects expected outcomes.
	% of Durham Public School students participating	27%	30%	30%	Archtics	
	Artists Participating	60	60	60	EventBooking.com	This is the number of artists participating in our Arts Discovery series.
	Presentations with Local Partners	10	4	8	EventBooking.com	
<b>Efficient Operations</b>	Non-Profit Rentals	60	60	60	EventBooking.com	
	Overhead as % of budget	32%	32%	32%	Quickbooks	
	Payroll Costs as % of budget	34%	37%	37%	Quickbooks	
	Earned Revenue Growth	22%	3%	3%	Quickbooks	
<b>Financial Sustainability</b>	Contributed Revenue Growth	7%	12%	10%	Quickbooks	
	% of Costs Recovery - FILM PROGRAM	110%	150%	150%		This is the percentage of revenue to expenses in Film and Live Events. The minimal goal is 100% - to run both programs at breakeven, and profit from ancillary revenue streams. The optimal goal is to generate profit in both areas.
	% of Costs Recovery - LIVE EVENTS	92%	100%	100%		
	Budget Targets	\$ (16,212.00)	\$ -	\$ -	Quickbooks	Number is unrestricted profit/loss compared to budget.
	Endowment					Creation of an endowment is a goal for CT Board at a future date.
	Deficit Reduction	\$ 68,731	\$ 41,349	\$ 50,000		Reflects amount of reduction from prior year.
	Total Members	426	475	525		
	No. of New Memberships	191	250	300	Archtics	
	Individual Contributions	\$ 81,586	\$ 104,000	\$ 100,000		Current year projections include one-time contributions related to Civil Rights exhibit.
	Foundation Grants	\$ 133,116	\$ 117,000	\$ 100,000	Archtics/Quickbooks	
Corporate Grants	\$ 46,317	\$ 93,500	\$ 100,000	Archtics/Quickbooks	Current year projections include one-time contributions related to Civil Rights exhibit.	
Government Grants	\$ -	\$ 11,500	\$ -	Archtics/Quickbooks	CTD does not intend to pursue government grants in FY15.	
% of Board Giving	100%	100%	100%	Archtics		
<b>Marketing</b>						CT welcomes discussion of possible Marketing performance measures. Our goal is to reduce marketing efforts while maintaining activity at consistent levels, thereby increasing profitability.
	Economic Impact					Our Economic Impact was last valued by the Durham CVB following the 2011-12 season. We intend to request a new EI following the current season.

**EXHIBIT C**

**FIXTURES, FURNISHINGS and EQUIPMENT**

Owned by The Carolina Theatre of Durham, Inc.

06/30/2013

CAROLINA THEATRE OF DURHAM  
FIXED ASSETS LISTING  
AS OF 1/31/14

ASSET DESCRIPTION	DATE ACQUIRED		COST
Loveseat Sofa	3/1/1992	\$	150.00
Armchair ( 1 of 5)	3/1/1992	\$	50.00
Armchair ( 1 of 5)	3/1/1992	\$	50.00
Armchair ( 1 of 5)	3/1/1992	\$	50.00
Armchair ( 1 of 5)	3/1/1992	\$	50.00
Armchair ( 1 of 5)	3/1/1992	\$	50.00
Armless chair (1 of 2)	3/1/1992	\$	50.00
Armless chair (1 of 2)	3/1/1992	\$	50.00
Storage Cabinet	3/1/1992	\$	25.00
Director's Chair	3/1/1992	\$	75.00
Armless office chair (1 of 2)	3/1/1992	\$	25.00
Armless office chair (1 of 2)	3/1/1992	\$	25.00
Tall armless chair	3/1/1992	\$	25.00
Tall armless chair	3/1/1992	\$	25.00
Tall Sectioned Paper Case	3/1/1992	\$	35.00
File Cabinet	3/1/1992	\$	125.00
File Cabinet	3/1/1992	\$	100.00
Desk w/side Extension	3/1/1992	\$	250.00
Large Desk	3/1/1992	\$	200.00
Small Bookcase	3/1/1992	\$	35.00
Desk	3/1/1992	\$	100.00
Desk	3/1/1992	\$	100.00
Large Cork board	3/1/1992	\$	25.00
Magnetic Display Board	3/1/1992	\$	10.00
Miscellaneous Office Equipment	3/1/1992	\$	65.00
Bulletin Board Panel	3/1/1992	\$	50.00
Desk lamp	3/1/1992	\$	25.00
Tall armless chair	3/17/1992	\$	25.00
File Cabinet	9/9/1993	\$	309.60
Garbage Can	12/4/1993	\$	66.66
Garbage Can	12/4/1993	\$	66.67
Garbage Can	12/4/1993	\$	66.67
Misc Minor Office equipment	12/4/1993	\$	235.00
Easel	12/4/1993	\$	125.00
File cabinet	12/4/1993	\$	125.00
File Cabinet	12/4/1993	\$	125.00
Desk Chair	12/4/1993	\$	40.00
Bookshelf	12/4/1993	\$	10.00
Toreador suit Mounted	12/4/1993	\$	1,800.00
Lamp	12/4/1993	\$	62.50
Lamp	12/4/1993	\$	62.50
Mirror	12/4/1993	\$	62.50
Mirror	12/4/1993	\$	62.50
Mirror	12/4/1993	\$	500.00
Lamp	12/4/1993	\$	62.50
Lamp	12/4/1993	\$	62.50
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Plaster Angel	12/4/1993	\$	50.00
Fabric Decoration	12/4/1993	\$	50.00
Fabric Decoration	12/4/1993	\$	50.00
Antique Loveseat	12/4/1993	\$	300.00



CAROLINA THEATRE OF DURHAM  
FIXED ASSETS LISTING  
AS OF 1/31/14

ASSET DESCRIPTION	DATE ACQUIRED		COST
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Slim Jim Trash Can (1 of 17)	2/2/1994	\$	35.16
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Trash Can	2/2/1994	\$	8.72
Management Chair (1 of 5)	2/3/1994	\$	325.90
Management Chair (1 of 5)	2/3/1994	\$	325.90
Management Chair (1 of 5)	2/3/1994	\$	325.90
Management Chair (1 of 5)	2/3/1994	\$	325.90
Management Chair (1 of 5)	2/3/1994	\$	325.90
Task Chair w/o Arms (1 of 3)	2/3/1994	\$	247.05
Task Chair w/o Arms (1 of 3)	2/3/1994	\$	247.05
Task Chair w/o Arms (1 of 3)	2/3/1994	\$	247.05
Side Chair (1 of 4)	2/3/1994	\$	191.86
Side Chair (1 of 4)	2/3/1994	\$	191.86
Side Chair (1 of 4)	2/3/1994	\$	191.86
Side Chair (1 of 4)	2/3/1994	\$	191.86
Storage Cabinet	2/9/1994	\$	200.00
Chair	4/1/1994	\$	75.00
Extension Ladder	4/14/1994	\$	293.25
Exec Director Office Fixture	4/26/1994	\$	707.31
Dev Director Office Fixture	4/26/1994	\$	707.31
Mktg Coord Office Fixture	4/26/1994	\$	846.06
Controller Office Fixture	4/26/1994	\$	1,270.38
Inter Area Office Fixtures	4/26/1994	\$	503.08
Wooden Supply Cabinet	5/12/1994	\$	491.68
Exec Director Office Fixture	5/20/1994	\$	964.68
Dev Director Office Fixture	5/20/1994	\$	964.67
Mktg Coord Office Fixture	5/20/1994	\$	390.38
Controller Office Fixture	5/20/1994	\$	773.08
Inter Area Office Fixtures	5/20/1994	\$	1,370.02
Minor Decorative Furnishings	6/21/1994	\$	100.07
Exec Director Office Fixture	6/23/1994	\$	320.00
Dev Director Office Fixture	6/23/1994	\$	320.00
Mktg Coord Office Fixture	6/23/1994	\$	320.00
Controller Office Fixture	6/23/1994	\$	320.00
Inter Area Office Fixtures	6/23/1994	\$	320.00
Piano	7/21/1994	\$	740.00
Inter Area Office Fixtures	7/27/1994	\$	457.70
Piano	6/15/1995	\$	700.00
Office Desk	12/31/1995	\$	75.00
Work Table	12/31/1995	\$	450.00

CAROLINA THEATRE OF DURHAM  
FIXED ASSETS LISTING  
AS OF 1/31/14

ASSET DESCRIPTION	DATE ACQUIRED	COST
Office Chair	12/31/1995	\$ 11.67
Office Chair	12/31/1995	\$ 11.67
Office Chair	12/31/1995	\$ 11.66
Counter (laundry)	5/25/1997	\$ 150.00
Setee	6/3/1997	\$ 500.00
Vacuum (1 of 2)	6/25/1997	\$ 150.00
Vacuum (1 of 2)	6/25/1997	\$ 150.00
Cabinet/Hutch	6/25/1997	\$ 150.00
Dance Floor	4/15/1998	\$ 1,887.15
2 drawer later file cabinet	6/9/1998	\$ 245.50
72" Oak Veneer Bookcase	6/9/1998	\$ 205.50
Used Desk (1 of 2)	7/13/1998	\$ 42.25
Used Desk (1 of 2)	7/13/1998	\$ 42.25
File Cabinet	7/13/1998	\$ 199.50
Bottle Cooler	7/16/1998	\$ 1,083.00
Personnel Lift	9/30/1998	\$ 2,100.00
Ladder	10/21/1998	\$ 218.00
Task Chair (1 of 2)	10/29/1998	\$ 99.99
Task Chair (1 of 2)	10/29/1998	\$ 99.99
Heated Step Pail	12/28/1998	\$ 151.86
Walnut storage organizer	4/26/1999	\$ 228.45
6 Shelf Bookcase	7/27/1999	\$ 89.99
4 Shelf Bookcase	7/27/1999	\$ 69.99
2 Shelf Bookcase	7/27/1999	\$ 39.99
Lateral File	7/27/1999	\$ 99.99
Task Chair	8/27/1999	\$ 99.99
Lateral File (black)	8/27/1999	\$ 99.99
Mahogany Credenza	5/16/2001	\$ 716.83
Mahogany Credenza	5/16/2001	\$ 716.82
74" Wall Unit	5/16/2001	\$ 386.50
Gateway Reman BTO 700C w/15	7/14/2001	\$ 644.00
Beverage Cooler	8/13/2001	\$ 1,350.00
Coffee UM	10/10/2001	\$ 125.75
Computer Monitor	2/5/2002	\$ 150.00
HP Laserjet 1200 Printer	5/1/2002	\$ 399.99
2 accounting PCs	6/24/2002	\$ 1,985.00
Superior Products	6/24/2002	\$ 1,926.17
Scanner & Fax Machine	7/1/2002	\$ 199.98
2 hard drives	8/2/2002	\$ 1,064.00
Development PC	11/21/2002	\$ 558.00
Poster Case Restoration	11/27/2002	\$ 1,778.02
PC Anywhere	12/6/2002	\$ 140.00
Conference Table	1/17/2004	\$ 129.99
21 Gorilla Lader	3/4/2004	\$ 198.00
2 120 GB IDE Hard Drive/CPA CO	3/18/2004	\$ 345.00
Brother All In one Printer	4/1/2004	\$ 158.63
New mainboard for Tking Celeron	4/2/2004	\$ 240.00
Sanitaire vacuum	5/4/2004	\$ 329.95
2 CVG Switches w/Jvc 13 mo	6/3/2004	\$ 1,831.00
Keg Box	6/3/2004	\$ 872.00
Adesco Safe	6/25/2004	\$ 499.00
Adobe PageMaker	6/30/2004	\$ 715.00
2 8' folding banquet tables	7/1/2004	\$ 159.94
Personal Computer	4/21/2005	\$ 650.00
Personal Computer	4/21/2005	\$ 650.00
New Server	7/20/2005	\$ 1,380.00
Asst BXO Computer	9/1/2005	\$ 615.00
Audience Services Mgr Computer	9/1/2005	\$ 615.00

CAROLINA THEATRE OF DURHAM  
FIXED ASSETS LISTING  
AS OF 1/31/14

ASSET DESCRIPTION	DATE ACQUIRED	COST
Stong Film Makeup Table	6/19/2006	\$ 1,355.00
Laptop computer(for CEO)	6/21/2006	\$ 1,168.80
Laptop computer(for rental client)	6/21/2006	\$ 1,168.80
Mahogany reception station for a	6/27/2006	\$ 759.00
Back Sliding Glass Door Cooler	6/30/2006	\$ 2,383.84
Counter top glass door merchandise	6/30/2006	\$ 1,038.21
AdobeCreative Suite Software to	9/15/2006	\$ 1,083.44
Deil Pentium 4 PC for Marketing	9/28/2006	\$ 733.00
5 Optiplex	2/10/2007	\$ 4,095.00
HP Color Laser Jet 2840 for Marketing	8/17/2007	\$ 809.98
Deil Laptop for Aaron Bare Marketing	8/17/2007	\$ 1,037.62
Two Coolers for concession	5/7/2008	\$ 3,502.34
Box Office Server	4/30/2009	\$ 2,440.70
Yamaha C7 Grand Piano	2/9/2010	\$ 15,000.00
Deil Latitude e640 Laptop	6/1/2010	\$ 742.38
PC Connection Battery Backup S	6/21/2010	\$ 720.88
2 TicketMaster Servers with Instal	6/21/2010	\$ 15,332.67
Deil Latitude e640 with docking s	7/1/2010	\$ 843.29
Adobe CS5 Design Premium-Mac	7/1/2010	\$ 1,865.66
Hasler Postage Meter(Leased)	11/12/2010	\$ 2,764.07
Mac Computer for Graphic Artist	1/3/2011	\$ 2,468.00
Deil Optiplex 980 Workstation-Jim	5/31/2011	\$ 591.53
Lowe's Dishwasher SHE3ARF6U	8/4/2011	\$ 515.15
Tripp Life 1500VA rackmount UPS	8/30/2011	\$ 585.22
Deil Latitude 6520(Development	9/6/2011	\$ 735.48
Deil Optiplex 390 Workstation (Bob)	9/6/2011	\$ 521.98
Adobe Acobat Pro 9	10/3/2011	\$ 821.94
Blu ray Gear	2/7/2012	\$ 709.85
Satellite Receiver and Antenna	2/8/2012	\$ 1,975.00
Beer Cage Kitchen	2/9/2012	\$ 1,027.06
Deil Optiplex 990 tower computer	2/20/2012	\$ 1,000.00
Deil Optiplex 790 tower computer	2/20/2012	\$ 783.81
8' ladder	5/16/2012	\$ 119.00
Video Editing Station	7/31/2012	\$ 1,723.99
Three Keg Tap Cooler	8/7/2012	\$ 1,284.00
Box Office Safe	11/12/2012	\$ 1,165.00
Picnic Tables and Chairs for Outside Plaza	8/1/2013	\$ 2,036.88
Radios	8/31/2013	\$ 6,465.06
Dell T-320 Server	9/3/2013	\$ 2,051.68
Radios	9/13/2013	\$ 1,214.11
Green Room Furniture	9/30/2013	\$ 4,020.00
Lobby furniture	10/1/2013	\$ 3,362.63
Draft Cooler	10/3/2013	\$ 1,443.00
Cinema Equipment	11/4/2013	\$ 108,359.94
Dressing Room Chairs	11/12/2013	\$ 1,138.76
Green Room Chairs	1/1/2014	\$ 2,918.40
Solid Surface Table Tops	1/1/2014	\$ 2,316.48
Presidents Desk	1/3/2014	\$ 1,272.56
Folding Tables	1/16/2014	\$ 1,098.68
		<u>\$ 274,695.75</u>

EXHIBIT D

City-Owned Fixtures, Furnishings and Equipment

Carolina Theatre City Owned Assets						
Quantity	Asset Description	Use	Specifications	Serial #	Date of Purchase	Amount
<b>Fletcher Hall</b>						
	Meyer Galileo 616	Audio Processor	6x16	07332437	2008	\$6,400.00
	Altec Amp Model 9442A (3 spaces)	Aux. 1 & 2	150W/4ohms per channel	K385510	1993	\$450.00
	Ashly Model XR2001 (2 spaces)	3way Main Stacks	100Hz/1 66K Hz	621-2394	1998	\$400.00
	4ch. 2way/Stereo 3way Crossover					
	Altec Amp Model 9442A (3 spaces)	B2 Underbalcony	150W/4 ohms per channel	K385525	1993	\$450.00
	QSC PLX 3602	SL Hi (Stacks)		040951494	2009	\$900.00
	QSC PLX 3602	SL Mid (Stacks)		020751649	2007	\$900.00
2	QSC PLX 3602	SL Low (Stacks)		020755434	2007	\$900.00
<b>Misc</b>						
	Strong Trouper Followspot	Fletcher Lighting			1994	\$ 11,900.00
	Strong Trouper Followspot	Fletcher Lighting			1994	\$ 11,900.00
	Dell Laptop	HVAC/Lighting/Sound	Latitude D630		2007	
<b>Speakers</b>						
	Altec Speaker	Cinema 1 PA			1993	
	Altec Speaker	Cinema 1 PA			1993	
	Altec Speaker	Cinema 2 PA			1993	
	Altec Speaker	Cinema 2 PA			1993	
2	Yamaha S4115H	Fletcher PA	15" w/ Horn		1993	
2	Altec	Spare	2 x 18"		1993	
24	Speaker (Make Unknown)	Fletcher Cinema Surround	8"		1993	
	SMART Speaker	Fletcher PA Sub	18" Sub		1993	
	SMART Speaker	Fletcher PA Sub	18" Sub		1993	
	Yamaha S115H Speaker	Fletcher PA	15" w/ Horn		1993	
	Yamaha S115H Speaker	Fletcher PA	15" w/ Horn		1993	
	Yamaha S115H Speaker	Fletcher PA	15" w/ Horn		1993	
	Yamaha S115H Speaker	Fletcher PA	15" w/ Horn		1993	
20	Meyer Melodie	Fletcher PA			2008	\$6,400.00
	Meyer M1D	Fletcher PA Orch. Under Balc.		2235784600	2011	
	Meyer M1D	Fletcher PA Orch. Under Balc.		2277445800	2011	
	Meyer M1D	Fletcher PA Orch. Under Balc.		2277452400	2011	
	Meyer M1D	Fletcher PA Orch. Under Balc.		2237341300	2011	
	Meyer M1D	Fletcher PA Orch. Under Balc.		2237282900	2011	
	Meyer UPM-1P	Fletcher PA B1 Under Balc		11376430	2011	
	Meyer UPM-1P	Fletcher PA B1 Under Balc		11376283	2011	
	Meyer UPM-1P	Fletcher PA B1 Under Balc		11378200	2011	

	Meyer UPM-1P	Fletcher PA B1 Under Balc		11376288	2011	
	Meyer UPM-1P	Fletcher PA B1 Under Balc		11376289	2011	
	Meyer UPM-1P	Fletcher PA B2 Under Balc		11377731	2011	
	Meyer UPM-1P	Fletcher PA B2 Under Balc		11377729	2011	
	Meyer UPM-1P	Fletcher PA B2 Under Balc		11377732	2011	
	Meyer UPM-1P	Fletcher PA B2 Under Balc		11376290	2011	
	Meyer UPM-1P	Fletcher PA B2 Under Balc		11376431	2011	
	JBL 3732 3-way Bi-Amp	Cinema 2 Center			2011	\$2,400.00
	JBL 3732 3-way Bi-Amp	Cinema 2 Left			2011	\$2,400.00
	JBL 3732 3-way Bi-Amp	Cinema 2 Right			2011	\$2,400.00
	JBL 4642A Sub	Sub			2011	\$2,200.00
8	JBL 8350 Surround	Surround			2011	\$550.00
	JBL 2446H Compression Driver w/2360A horn	Fletcher Cinema Center		PO126-20128	2011	\$1,800.00
	JBL 4638TH Low Frequency System	Fletcher Cinema Center		PO119-20364	2011	\$1,400.00
	JBL 2446H Compression Driver w/2360A horn	Fletcher Cinema Left		PO126-20141	2011	\$1,800.00
	JBL 4638TH Low Frequency System	Fletcher Cinema Left		PO119-20367	2011	\$1,400.00
	JBL 2446H Compression Driver w/2360A horn	Fletcher Cinema Right		PO126-20122	2011	\$1,800.00
	JBL 4638TH Low Frequency System	Fletcher Cinema Right		PO119-20366	2011	\$1,400.00
	JBL 4642A Sub	Sub		PO120-24713	2011	\$2,200.00
	JBL 4642A Sub	Sub		PO120-24714	2011	\$2,200.00
<b>Theatrical Lighting</b>						
38	Altman Par Can	Fletcher Stage Lighting	1000W	N/A	used 1997	\$ 40.00
24	Colortran 20 Deg	Fletcher Stage Lighting	575W	N/A	1993	\$ 250.00
22	Colortran 15 Deg	Fletcher Stage Lighting	575W	N/A	1993	\$ 250.00
45	Colortran 10 Deg	Fletcher Stage Lighting	1000W	N/A	1993	\$ 350.00
36	Altman 6x9	Fletcher Stage Lighting	575W	N/A	1993	\$ 195.00
19	Altman 6x9	Fletcher Stage Lighting	575W	N/A	Used 2004	\$ 90.00
12	Altman 6x12	Fletcher Stage Lighting	575W	N/A	Used 1996	\$ 120.00
4	Altman 6x12	Fletcher Stage Lighting	575W	N/A	Used 2004	\$ 90.00
4	Altman 6x12	Fletcher Stage Lighting	575W	N/A	Used 2007	\$ 90.00
3	Altman 6x12	Fletcher Stage Lighting	575W	N/A	Used 2010	\$ 90.00
2	Altman 6x12	Fletcher Stage Lighting	575W	N/A	Used 2011	\$ 75.00
6	1/4 Scoop	Fletcher Stage Lighting	1000W		Used 2004	\$ 50.00
11	Altman 6' Fresnel	Fletcher Stage Lighting	1000W		Used 2004	\$ 100.00
9	Colortran 3circu/6-cel Cyc Light	Fletcher Stage Lighting	1000W per cell		1993	\$ 500.00
6	Strand 4-cel Cyc Light	Fletcher Stage Lighting	1000W per cell		Used 2003	\$ 100.00
	ETC Express 250 Control Board	Fletcher Stage Lighting		EXPS-5458	1998	\$ 5,000.00
	ETC Net	Fletcher Stage Lighting		RVIU-0691	1998	
	Light Board Monitor	Fletcher Stage Lighting			1998	
	ETC Remote Focus Unit	Fletcher Stage Lighting	RFU for Express Console	RFU2-2360	1998	

	ETC EOS Lighting Control Board	Fletcher Stage Lighting		401000207	2008	\$35,000.00
	Sceptre Monitor	Light Board Monitor			2008	\$150.00
	Sceptre Monitor	Light Board Monitor			2008	\$150.00
	ETC Remote Focus Unit				2008	
	ETC Sensor Dimmer Rack System	Fletcher Stage Lighting			2008	\$200,000.00
	ETC Sensor Dimmer Rack (Emergency)	Fletcher Stage Lighting			2008	\$25,000.00
	ETC Unison Control	Fletcher Stage Lighting			2008	\$25,000.00
	Router	Fletcher Stage Lighting			2008	
	UPS	Fletcher Stage Lighting			2008	
	ETC Unison Portable Control Station	Fletcher Stage Lighting		0019-0995-4400	2008	
	ETC Universal Fader Wing	Fletcher Stage Lighting		432002027	2010	\$1,540.00
	ETC ION Lighting Control Console	Cinema Lighting		433204603	2011	\$8,500.00
	ETC Sensor Dimmer Rack	Cinema Lighting			2011	\$75,000.00
<b>Fletcher Projection Misc.</b>						
	Sanyo PLC - XP46	Fletcher Projection		4100	2005	\$5,700.00
	Strong Ultra 80 Lamphouse	Fletcher 35mm Projector		120912	2011	\$4,500.00
	Strong Switching Power Supply	Fletcher 35mm Projector	Model 6200017	SX4794	2011	\$3,500.00
	Century Projector Head		SBW	3469		
	Century Sound Head		R4	5878		
	Kelmar Automation Unit		Series 7	2100	2003	
	Kelmar Analog Sound Reader				2003	
	Strong Alpha Platter		AS	20310885	1994	
	Telex Soundmate					
	Kni-tron Rectifier		M85 PTX 2X4	37015	1994	
	Neumade 35mm Splicer		Marble		1994	
	Strong Make-up table		T	12539885	1994	
	Academy Lamp Schneider		160mm F/2 Super	14863187	2004	\$1,000.00
	Flat Lens Schneider		72.5mm F/2 Super	14861780	2004	\$1,000.00
	Scope Schneider		115mm F/2 Anamorphic X2M	14877809	2004	\$1,500.00
	Digital Projection Titan 1080p	Fletcher DLP	Part# 108-722C	DP08225	2012	\$47,160.00
<b>Cinema Projection Misc.</b>						
	Eimo LX-1100 #2 Projector	16mm		110092	2003	\$3,000.00
	Eimo LX-1100	16mm	Longthrow lens w/collar	110121	1999	\$3,000.00
	Eimo LX-1100	16mm		501071	2001	\$3,500.00
	Sanyo PLC XP 46	LCD Proj.	4100 Lumens	64X11801	Jan-04	\$5,700.00
	Kni-Tron Xenex Lamphouse	Cinema 1 35mm	L2000	6618	1994 - used	
	Strong Switching Power Supply	Cinema 1 35mm	Series 6200000 Series V2	SX4865	2011	\$3,500.00
	Dolby Digital Penthouse	Cinema 1 35mm	Cat # 701	501155	1997	
	Century Projector head		SBW	3468	mfg '60s	
	Century Sound Head		R4	5879		

Kelmar Analog Sound Reader					
Kelmar Automation Unit		Series 7	2099	2003	\$3,000.00
Strong Alpha Platter System		AP3	75520193	1994 used	
Nady Wireless Hearing Impaired		E03772.9 mHz	50322010904	2003	\$350.00
Kin-Fron Xenex Lamphouse	Cinema 2 35mm	L2000	8617	1994 used	
Strong Switching Power Supply	Cinema 2 35mm	Series 6200000 Series V2	SX4861	2011	\$3,500.00
Century Projector head		Model C	C10098		
Century Sound Head		R3	R32495		
Kelmar Analog Sound Reader					
Kelmar Automation Unit		Series 7	2099		
Strong Alpha Platter System		AP3	75520193		
Academy Lens Schneider		80mm F2	14416932		
Schneider Scope Back Lens		95mm F2	14387371		
Bausch & Lomb Cinescope Front Lens			RR4898		
Flat Lens Schneider		80mm F2	14418287		
Nady Wireless Hearing Impaired		E03 75.5 mHz	50322010450	2003	\$350.00
Schneider Lens	Academy	85mm F2	14389423		
Schneider Scope Back Lens	Scope Back Lens	80mm F2	14416943		
Bausch & Lomb Cinescope	Scope Front Lens		RE3554		
Kollmorgen	Flat Lens	2" F1 9/EX241	61274		
Strong Make-up Table		T6	25211	2006	
Neumade 35mm splicer		Marble		1994	\$450.00
Kelmar Work Table		RTV-8900	3744	1993	
Strong 35mm Splicer		SP-35A			
Digital Projection Titan 1080p 700	Cinema 1 DLP Projector	Part# 108-722C	DP08227	2012	\$ 47,160.00
Digital Projection Titan 1080p 700	Cinema 2 DLP Projector	Part# 108-722C	DP08226	2012	\$ 47,160.00
<b>Cinema Projection Misc.</b>					
Yamaha MC 1604 II Sound Board	Fletcher Live sound	16-4-2 w/4 mon.	J001016	1993	
Denon CD Player DN-6630	Fletcher Live sound		8101500592	1998	\$300.00
Denon Dual Cassette Player/Rec.	Fletcher Live sound		9057401125	1998	\$225.00
Shure Microphone SM 57	Fletcher Live sound	Instrument Microphone		1993	\$80.00
Shure Microphone SM 57	Fletcher Live sound	Instrument Microphone		1993	\$80.00
Shure Microphone SM 58	Fletcher Live sound	Vocal Microphone		1993	\$90.00
Shure Microphone SM 58	Fletcher Live sound	Vocal Microphone		1993	\$90.00
Shure Microphone Beta 58	Fletcher Live sound	Vocal Microphone		2005	\$130.00
Shure Microphone Beta 58	Fletcher Live sound	Vocal Microphone		2007	\$130.00
3 Shure Microphone SM 102 B	Fletcher Live sound	Hanging Mic		1994	\$150.00
4 Shure Microphone SM 63-LC	Fletcher Live sound	Lectern Mic		1993	\$65.00
Crown Microphone PCC 160	Fletcher Live sound	Boundary Mic		1994	\$300.00
Crown Microphone PCC 160	Fletcher Live sound	Boundary Mic		1994	\$300.00

Crown Microphone PCC 160	Fletcher Live sound	Boundary Mic		1994	\$300.00
3 Audio Technica Pro-37R	Fletcher Live sound	Instrument Mic		2003	\$200.00
Galaxy Audio Checkmate SPL Meter	Fletcher Live sound	Test/Diagnostic tool		2006	\$50.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2000	\$40.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2000	\$40.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2003	\$40.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2003	\$40.00
Whirlwind MCT-7 Cable Tester	Fletcher Live sound	Test/Diagnostic tool		2006	\$75.00
Shure LX4 Handheld wireless	Fletcher Live sound	176 200 MHz	615973961	1998	\$600.00
Shure LX Lav System Wireless	Fletcher Live sound	186 600 MHz	730990002	1998	\$600.00
Gator GM-15 15 Space Microphone Case	Fletcher Live sound	Case		2006	\$100.00
MD421 Senuheiser					
BETA 52A SHURE					
3 BETA 56A SHURE					
KSM 32 SHURE					
KSM 32 SHURE					
Yamaha M7CL-48	Fletcher Live sound	Digital Mixer	UCAN001022	2008	\$20,000
Yamaha M7CL Power Supply	Fletcher Live sound	Power Supply	UCAMZ01075	2008	\$3,200.00
AKG C414 XLS	Fletcher Live Sound	Reference Mic	4672	2010	\$850.00
AKG C414 XLS	Fletcher Live Sound	Reference Mic	6118	2010	\$850.00
Tascam TAS CD-RW 900SL	Fletcher Live Sound	CD Recorder	320758	2010	\$400.00
Denon DN-V210	Fletcher Live Sound	Professional DVD Player	46608920	2010	\$371.00
<b>Fletcher Sound Booth Misc.</b>					
Yamaha MC 1604 II Sound Board	Fletcher Live sound	16-4-2 w/4 mon.	J001016	1993	storage
Denon CD Player DN-6630	Fletcher Live sound		8101500592	1998	\$300.00
Denon Dual Cassette Player/Rec.	Fletcher Live sound		9057401125	1998	\$225.00
3 Shure Microphone SM 57	Fletcher Live sound	Instrument Microphone		1993	\$80.00
2 Shure Microphone SM 58	Fletcher Live sound	Vocal Microphone		1993	\$90.00
2 Shure Microphone Beta 58	Fletcher Live sound	Vocal Microphone		2005	\$130.00
3 Shure Microphone SM 102 B	Fletcher Live sound	Hanging Mic		1994	\$150.00
4 Shure Microphone SM 63-LC	Fletcher Live sound	Lectern Mic		1993	\$65.00
Crown Microphone PCC 160	Fletcher Live sound	Boundary Mic		1994	\$300.00
Crown Microphone PCC 160	Fletcher Live sound	Boundary Mic		1994	\$300.00
Crown Microphone PCC 160	Fletcher Live sound	Boundary Mic		1994	\$300.00
3 Audio Technica Pro-37R	Fletcher Live sound	Instrument Mic		2003	\$200.00
Galaxy Audio Checkmate SPL Meter	Fletcher Live sound	Test/Diagnostic tool		2006	\$50.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2000	\$40.00

Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2000	\$40.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2003	\$40.00
Whirlwind Director Direct Box	Fletcher Live sound	DI Box		2003	\$40.00
Whirlwind MCT-7 Cable Tester	Fletcher Live sound	Test/Diagnostic tool		2006	\$75.00
Shure LX4 Handheld wireless	Fletcher Live sound	176 200 MHz	615973961	1998	\$600.00
Shure LX Lav System Wireless	Fletcher Live sound	186 600 MHz	730990002	1998	\$600.00
Gator GM-15 15 Space Microphone Case	Fletcher Live sound	Case		2006	\$100.00
MD421 Senuheiser					
BETA 52A SHURE					
3 BETA 56A SHURE					
KSM 32 SHURE					
KSM 32 SHURE					
Yamaha M7CL-48	Fletcher Live sound	Digital Mixer	UCAN001022	2008	\$20,000
Yamaha M7CL Power Supply	Fletcher Live sound	Power Supply	UCAMZ01075	2008	\$3,200.00
AKG C414 XLS	Fletcher Live Sound	Reference Mic	4672	2010	\$850.00
AKG C414 XLS	Fletcher Live Sound	Reference Mic	6118	2010	\$850.00
Tascam TAS CD-RW 900SL	Fletcher Live Sound	CD Recorder	320758	2010	\$400.00
Denon DN-V210	Fletcher Live Sound	Professional DVD Player	46608920	2010	\$371.00
<b>Fletcher Sound Rack</b>					
Telex AAT-Z Hearing Assist Transmitter	Assisted Listening	Freq. 72.100 MHz	8962	1993	\$750.00
Amp Relay Switch	Remote Power switch Amps			1993	???
ADC Patch Panel	Stage lines, Board Inputs	48 port		1998	\$1,200.00
Whirlwind PPA3-14MKIINS Patchbay	Audio Patchbay	48 Port		2010	\$670.00
Patch Panel (ADC7)		48 port		1998	\$1,200.00
Ashly Protea 4.246 Digital EQ/System processor	Digital EQ/System processor	4.24G	670-0429	1998	\$1,500.00
Altec 31 Band Graphic EQ	Used for SR monitor speakers	Model 1431A	K 00005 89 302	1993	\$250.00
Altec 31 Band Graphic EQ	Used for SR monitor speakers	Model 1431A	K 00005 89 302	1993	\$250.00
Altec	Spare, patchable EQ	Model 1431A	K 0000070302	1993	\$250.00
Altec	Spare, patchable EQ	Model 1431A	K 00005 79 302	1993	\$250.00
Shape/Brooks Elect. Power Conditioner	power conditioner	model # 213BC		1993	
<b>Fletcher Projection Rack</b>					
Telex SoundMate ST-200 Transmitter	Hearing Impaired	Part# 71218000	6228	2012	\$300.00
USL inc. JSD-80 Cinema Processor	Film Audio Processor		427-7630	2011	\$3,000.00
SMART EXM 554 Exciter Monitor	audio monitor		22093	1993	\$750.00
QSC PLX1804	Fletcher Cinema Surrounds	1800W	21052349	2010	\$700.00
QSC PLX3602	Fletcher Live Sound	3600W	061151633	2011	\$1,200.00
QSC PLX3402 Power Amp Pro 3400 Watt	Stage Right	1100 watt per channel	30555525	2005	\$900.00
2 Channels	Stage Left				
QSC PLX 3402 Power Amp Pro 3400 Watt			20552187	2004	\$900.00
<b>Cinema 2 Amp Rack</b>					

Listen Technologies LT-800 FM Transmitter	Hearing Impaired	LT-800-072	C11B3380174	2011	
Ultra Stereo JSD-80	Cinema Audio Processor		JSD-80E-05454	2010	\$3,000.00
(2 space)			JSD-80E-05534		
SMART EXM 554 showman 4 (3 spaces)	Audio Monitor		22238	1993	\$750.00
Dolby Digital DA20	Digital Film Sound Processor		DF188744		\$600.00
Furman Power Port	Remote Power Control				
Furman Power Port	Remote Power Control				
Power sequencer Switch					
USL, Inc. XTA Frame Crossover	Audio Crossover	XTA 300	XTA-300-03785		
Crown CTs 8200 Power Amplifier	4-channel Surround	CTs8200	15000139470		\$2,300.00
QSC PLX 1804 Amplifier	Left High / Left Low		100852980	2009	\$700.00
QSC PLX 1804 Amplifier	Center high / Center Low		80850575	2008	\$700.00
QSC PLX 1804 Amplifier	Right High / Right Low		051152604	2011	\$700.00
QSC PLX 3102	Sub		051154147	2011	\$1,200.00
<b>Cinema 1 Amp Rack</b>					
Listen Technologies LT-800 FM Transmitter	Hearing Impaired	LT-800-72	C11B3380170		
1 space blank					
USL, Inc. JSD-80 Cinema processor			JSD-80E-427-7633		\$3,000.00
SMART MN586 Monitor			39956	2012	\$300.00
Dolby model DAZO SR-D Digital Film	Dolby Decoder		501071	1997	\$600.00
Furman Power Port Remote AC power Controller					
Furman Power Port Remote AC power Controller					
Power Sequencer Switch					
USL, Inc. XTA Frame 3 channel crossover	Audio Crossover	XTA-300	XTA-300-03788		
Crown CTs8200 Power Amplifier			15000139469		\$2,300.00
QSC PLX 1804	Center/Sub		060851162	2008	\$700.00
QSC PLX 1804	Left/Right		070753201	2008	\$700.00
QSC PLX 1804	Surround Left/Right		010951779	2009	\$700.00
QSC PLX 3102	Sub		051154129		\$1,200.00
<b>Cinema PA Rack</b>					
Patch Panel				1993	
Patch Panel				1993	
Altec Lansing Graphic EQ Model 1431A	Cinema 1		K0002269307	1993	
Altec Lansing Graphic EQ Model 1431A	Cinema 2		K0000689302	1993	
Power Switch Model 213 BC				1993	
Altec Lansing Power Amp Model 9442A			K385514 9246	1993	\$450.00
<b>Stage Manager's Rack</b>					
Furman PL-8 Series II	Power Conditioner			2008	
Altec Lansing 1715C	Backstage/Lobby Paging	Mixer/Amplifier	K381399 9221	1994	
Altec Lansing 1715C					

Altec Lansing 1715C				1994	
Telex US2000	Intercom			1994	
3 Unison LCD Interface			5185	2008	
ETC NET3 CAN Gateway	Fletcher Lighting	DMX Gateway		2008	
Keyboard Tray				2008	
Powerware 5125	UPS			2000	
Powerware 5126					

**EXHIBIT E**

INSURANCE CERTIFICATES AND PRIVILEGE LICENSE