

AGREEMENT OF SALE

This AGREEMENT OF SALE ("Agreement") is made and entered into January 5, 2017 (the "Effective Date"), by and between **TOWN OF FOUNTAIN HILLS**, an Arizona municipal corporation ("Seller") and **FOUNTAIN HILLS THEATER, INC.**, an Arizona non-profit corporation ("Purchaser").

IN CONSIDERATION of the mutual promises of the parties set forth in this Agreement, the receipt and sufficiency of which are acknowledged, Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from Seller in accordance with the following terms and subject to the conditions set forth in this Agreement. The following terms, provisions, and conditions are agreed to:

1. Purchase and Sale of Property. Subject to the covenants and agreements of the respective parties as hereinafter set forth, Seller shall sell and Purchaser shall purchase certain tracts of land legally described and depicted on Exhibit A, attached hereto and made a part hereof, located at 11445 North Saguaro Boulevard, Fountain Hills, Arizona 85268, together with rights appurtenant thereto (with the land collectively called the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is \$265,000. Purchaser will pay \$100.00 (the "Deposit") within five days after its execution hereof to an interest bearing escrow account with Fidelity National Title Agency, Attention: Patti Graham, 60 E. Rio Salado Parkway, 11th Floor, Tempe, Arizona 85281 ("Title Company"), with interest accruing to Purchaser. Such interest shall be included in any refund of the Deposit hereunder. The balance of the Purchase Price after application of any deposits made pursuant to this Agreement will be paid from Purchaser by services previously rendered and improvements installed on the Property as more particularly described on Exhibit C attached hereto.

3. Title Insurance. Seller shall on behalf of Purchaser, at Purchaser's sole cost and expense, no later than 15 days after the Effective Date, order from the Title Company a standard form ALTA Owner's Title Commitment (the "Commitment") covering the Property and issued by the Title Company. Seller shall cause the Commitment to be delivered to Purchaser, together with copies of all instruments, if any, referred to in the Commitment as exceptions to title. For purposes of the foregoing sentence, "delivered" shall include transmission of the Commitment and supporting documents to the Purchaser by electronic means which may include e-mail, facsimile, electronic media, or website postings. If exceptions appear in the Commitment, other than the standard pre-printed exceptions, which are objectionable to Purchaser, Purchaser shall, within 10 days after Purchaser receives the Commitment (along with supporting documents), notify Seller in writing of such fact (a "Title Objection Notice"). Upon the expiration of said 10-day period, Purchaser shall be deemed to have accepted all exceptions to title as shown on the Commitment (except for any matters to which notice under the preceding sentence has been given to Seller) and such exceptions not objected to by Purchaser as provided above shall be known as permitted exceptions for purposes of the final title insurance policy (the "Permitted Exceptions"). Seller shall, within 15 days of receipt of the Title Objection Notice, have the option in its sole discretion of either: (A) terminating this Agreement in which event the Deposit shall be returned to Purchaser, or (B) clearing the title of the objections so specified. Seller shall give written notice to Purchaser of its decision whether to terminate this Agreement or remove the objected-to exceptions from title no later than 15 days after the Title Objection Notice. If Seller fails to provide a notice to Purchaser within 15 days after the date of the Title Objection Notice, then Seller shall be deemed to have elected to

terminate this Agreement. If Seller elects to terminate this Agreement, Purchaser shall either: (A) nullify Seller's termination within five days of its receipt of such notice by written notice to Seller and take title "as-is" or (B) accept Seller's termination within five days of its receipt of such notice by written notice to Seller. Title Company shall issue a title insurance policy for the Property at Closing in the amount of the Purchase Price showing Purchaser as the holder of fee title to the Property subject only to the Permitted Exceptions. Purchaser shall pay the premium for standard coverage. The expense of additional/extended coverage or endorsements or the deletion of standard pre-printed exceptions shall be paid by Purchaser, but Seller shall cooperate in all reasonable respects with the issuance of extended coverage such as by signing and delivering to the Title Company its standard form affidavit. If this Agreement terminates as a result of Purchaser's default or by Purchaser's election as otherwise set forth herein, then Purchaser shall be responsible for any cancellation fees charged by the Title Company. This Section shall survive the Closing.

4. Deed. Prior to Closing, Seller shall deliver to Title Company a special warranty deed ("Deed") conveying to Purchaser fee simple title to the Property, subject only to the Permitted Exceptions, which shall warrant title to the Property, and defend the same against the lawful claims of all persons claiming by, through and under Seller, but none other, subject to the Permitted Exceptions, a reservation of an access easement and a restriction allowing the Property to only be used in a manner supporting the core purposes of a community theater for the remaining useful life of the buildings included in the Property, which the parties agree is a period of 15 years from the Effective Date (collectively, "Deed Restrictions"). Said Deed shall be in substantially the same form as attached as Exhibit B. Upon receipt of the entire Purchase Price, Title Company shall record the Deed and other recordable documents as may be delivered in connection with the Closing. It is further understood and agreed that the Deed Restrictions shall be inserted by the Purchaser under this Agreement in every deed or ground lease to be delivered by it conveying lots or plots or other portions of the Property or any interest therein and that such insertions of such Deed Restrictions in such deed or ground lease shall be deemed a part of the consideration of this Agreement.

5. Condition of Property. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Purchaser is buying the Property **"AS IS" AND "WHERE IS" AS OF THE TIME OF CLOSING, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITIONS OR VALUE OF THE PROPERTY, THE PROPERTY'S HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PRESENCE OR ABSENCE OF CONDITIONS ON THE PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES; THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTE, SUBSTANCES, CONTAMINANTS, OR POLLUTANTS ON, UNDER OR ABOUT THE PROPERTY; OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY.** This Section shall survive the Closing or earlier termination of the Agreement.

6. Taxes. For purposes of taxes in effect for the year of Closing, if any, taxes shall be prorated as of the date of Closing based on latest available information as to values and rates but no credit shall be provided to Seller at Closing and instead, at and before the Closing, Purchaser shall pay when due all taxes that accrued against the Property after the Closing. Purchaser shall pay any 2nd half 2016 taxes as and when due with Purchaser paying all taxes allocable to the Property for time periods after the Closing. Any Federal, state and local

documentary or revenue stamps, transfer, sales and other taxes relating to the sale of the Property, if any, shall be paid by Purchaser at Closing and both parties agree to execute any tax forms required. The obligations of the parties under this Section 6 shall survive the Closing.

7. Transfer Taxes, Revenue Stamps and Fees. On the date of Closing, Purchaser shall pay, if any, the expense and cost of all state, county and local documentary or revenue stamps, transfer, sales and other "transfer taxes" (including sales taxes on brokerage commissions), and escrow fees, if applicable, relating to the sale of the Property. Any impact, user, standby, connection, or other tax, obligation or fee for Purchaser's development or use of the Property shall be at the sole cost and responsibility of Purchaser.

8. Notice of Default/Default. With respect to default, Seller and Purchaser hereby agree to the following:

(A) In the event either party is in default of any provision hereof, including pursuant to Section 13, the non-defaulting party, as a condition precedent to its remedies, must give the defaulting party written notice of the default in strict accordance with the notice requirements of Section 11. The defaulting party shall have 10 business days from receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived, and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in Sections 8(B) or 8(C), as applicable.

(B) If Purchaser defaults under this Agreement, Seller may, as its sole and exclusive remedy, retain the Deposit as liquidated damages, and cancel this Agreement with Purchaser responsible for the payment of any escrow cancellation fees and Seller hereby waives any action, whether legal or equitable, as a result of such default by Purchaser. The parties acknowledge that: (i) it would be impracticable to fix the actual damages suffered by Seller as a result of such default; and (ii) the amount of the liquidated damages represents a fair and reasonable compensation to Seller for such default.

(C) If Seller defaults under this Agreement, Purchaser may, at its option, exercise one of the following as its sole and exclusive remedy (i) cancel this Agreement in which case the Title Company is irrevocably instructed to return the Deposit, as well as any interest earned thereon, to Purchaser, Seller shall be responsible for any escrow cancellation fees, or (ii) proceed with this Agreement and purchase the Property pursuant to this Agreement.

9. Right of Entry. At any time prior to the Closing, and at Purchaser's sole cost and responsibility, Purchaser or its authorized agents shall have the right to enter upon the Property for any lawful purpose, including, without limitation, conducting a survey and any other physical inspections and site analyses, test borings, and engineering studies. Purchaser agrees to defend, indemnify and hold harmless Seller from any damages or liability to persons or property that might arise therefrom, and Purchaser agrees to repair at its sole cost and responsibility, or pay to Seller the cost of, any damages caused to the Property by such entry. Purchaser hereby warrants and represents to Seller that Purchaser, in exercising its rights under this Agreement, shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations. The parties agree that Purchaser's breach of this Section shall be considered a default under the terms of this Agreement. This Section shall survive the Closing or earlier termination of this Agreement.

10. Assignment. Neither Purchaser nor Seller may assign this Agreement without the other's consent.

11. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Seller: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Purchaser: Fountain Hills Theater, Inc.
11445 North Saguaro Boulevard
Fountain Hills, Arizona 85268
Attn: Suzu Henderson

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12. Contingencies. Purchaser shall have a 15 day period from the Effective Date (the "Due Diligence Period") to determine the feasibility of Purchaser's intended use. At any time prior to the end of the Due Diligence Period, the Purchaser may, for any reason in its sole and absolute discretion, cancel this Agreement and receive a refund of the Deposit. In the event Purchaser fails to timely cancel this Agreement as provided in this Section 12, this contingency shall be deemed waived.

13. Closing. The Closing shall take place, through escrow, at the office of the Title Company within 15 days after the satisfaction or waiver of the contingencies and conditions precedent detailed in Section 12 above (the "Closing"). At Closing, Seller shall deliver to Purchaser the Deed executed by Seller conveying to Purchaser the Property being acquired.

14. Possession. Seller will turn over exclusive possession of the Property to Purchaser at the Closing.

15. Compliance with Anti-Terrorism Orders. Purchaser and each manager, member, officer, director and shareholder in Purchaser, and all beneficial owners of Purchaser and any such manager, member, officer, director and shareholder (collectively the "Purchaser's Associates") are in compliance and will remain in compliance with the requirements of Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, U.S. Department of the Treasury (OFAC), and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"). Further, Purchaser and Purchaser's Associates are not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order at OFAC's official website, <http://www.treas.gov/offices/enforcement/ofac/>, or at any replacement website or other replacement official publication of such list, and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

16. [INTENTIONALLY OMITTED]

17. Purchaser's Reports. Purchaser hereby agrees to furnish a copy of any survey, soils tests, engineering studies or environmental studies, when they are obtained, and/or any other non-confidential data that they may obtain during the time frames within this Agreement to Seller.

18. Condemnation. If, prior to the Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of either (A) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (B) canceling this Agreement, in which event the Deposit shall be returned to Purchaser and this Agreement shall be terminated with neither party having any rights against the other, and Seller shall be entitled to any and all condemnation proceeds.

19. Time of the Essence. Time is expressly declared to be the essence of this Agreement.

20. Final Dates; Days. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U. S. Postal Service, then in such event the time of such deadline shall be extended to the next day which is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Wherever in this Agreement the word "days" is used, it shall be considered "calendar days" and not "business days" unless otherwise specifically designated.

21. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplated by this Agreement.

22. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

23. Counterparts. This Agreement, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same

documents, and all counterpart signed documents shall be deemed to be an original and one instrument.

24. Modifications. The terms of this Agreement may not be amended, waived, or terminated orally, but only by an instrument in writing signed by both Purchaser and Seller.

25. Attorney's Fees. Seller and Purchaser agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder the prevailing party shall be entitled to recover its reasonable attorney's fees and all costs and expenses from the other party.

26. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors/heirs and assigns.

27. Governing Law. This Agreement shall be governed by and interpreted under the laws of the state of Arizona.

28. Disclosure. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be disclosed to any board, official, officer, party or person as Seller or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

29. Compliance. Purchaser hereby warrants and represents to Seller that in exercising its rights under this Agreement Purchaser shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations. This Section shall survive the Closing.

30. Cancellation. Notice is hereby given that the provisions of Ariz. Rev. Stat. § 38-511 are applicable to this Agreement and are hereby incorporated herein as though set forth in its entirety.

31. Budget Law and Non-appropriation. Seller is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Seller's then current fiscal year. Seller's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Seller concerning budgeted purposes and appropriation of funds. Should Seller elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Seller shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Seller has no obligation or duty of good faith to budget or appropriate the payment of the obligations found in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Seller shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and Seller shall keep the other party informed as to the availability of funds for this Agreement. The obligation of Seller to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Seller. The Seller hereby waives any and all rights to bring any claim against the Seller from or relating in any way to Seller's termination of this Agreement pursuant to this Section 31.

32. Public Access Easement. With respect to Deed Restrictions to be placed on the Property, Purchaser agrees that Seller may reserve a general public access easement which

shall run with and bind the Property, and shall bind Purchaser or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Seller, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such access easement and/or to recover damages for such violations, including without limitation damages incurred by Seller, or an affiliated entity, concerning the business conducted on the land adjacent to the Property. This Section 32 shall survive Closing.

33. Brokerage Fees. Both parties represent that no broker is involved in this Agreement and each party indemnifies the other against brokerage or commission claims arising out of the indemnifying party's actions. The provisions of this Section 33 shall survive Closing or any cancellation or earlier termination of this Agreement.

34. No Personal Liability. No member, official, employee, or agent of the Seller shall be personally liable to Purchaser, or any successor or assignee (A) in the event of any default or breach by the Seller or (B) pursuant to any obligation of the Seller under the terms of this Agreement.

[Remainder of page left intentionally blank - Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“SELLER”

TOWN OF FOUNTAIN HILLS., an Arizona municipal corporation



Grady E. Miller, Town Manager

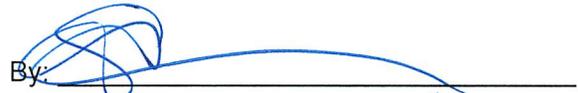
Attest:



Bev Bender, Town Clerk

“PURCHASER”

FOUNTAIN HILLS THEATER, INC., an Arizona non-profit corporation

By: 

Name: Suzanna Joy Henderson
Its: Executive Director

EXHIBIT A
TO
AGREEMENT OF SALE
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS THEATER, INC.

(LEGAL DESCRIPTION AND MAP OF PROPERTY)

See following pages.

TOWN OF FOUNTAIN HILLS
COMMUNITY THEATER PLAT
EXHIBIT "A"

FINAL REPLAT OF BLOCK 5, LOT 1A OF PLAT 302

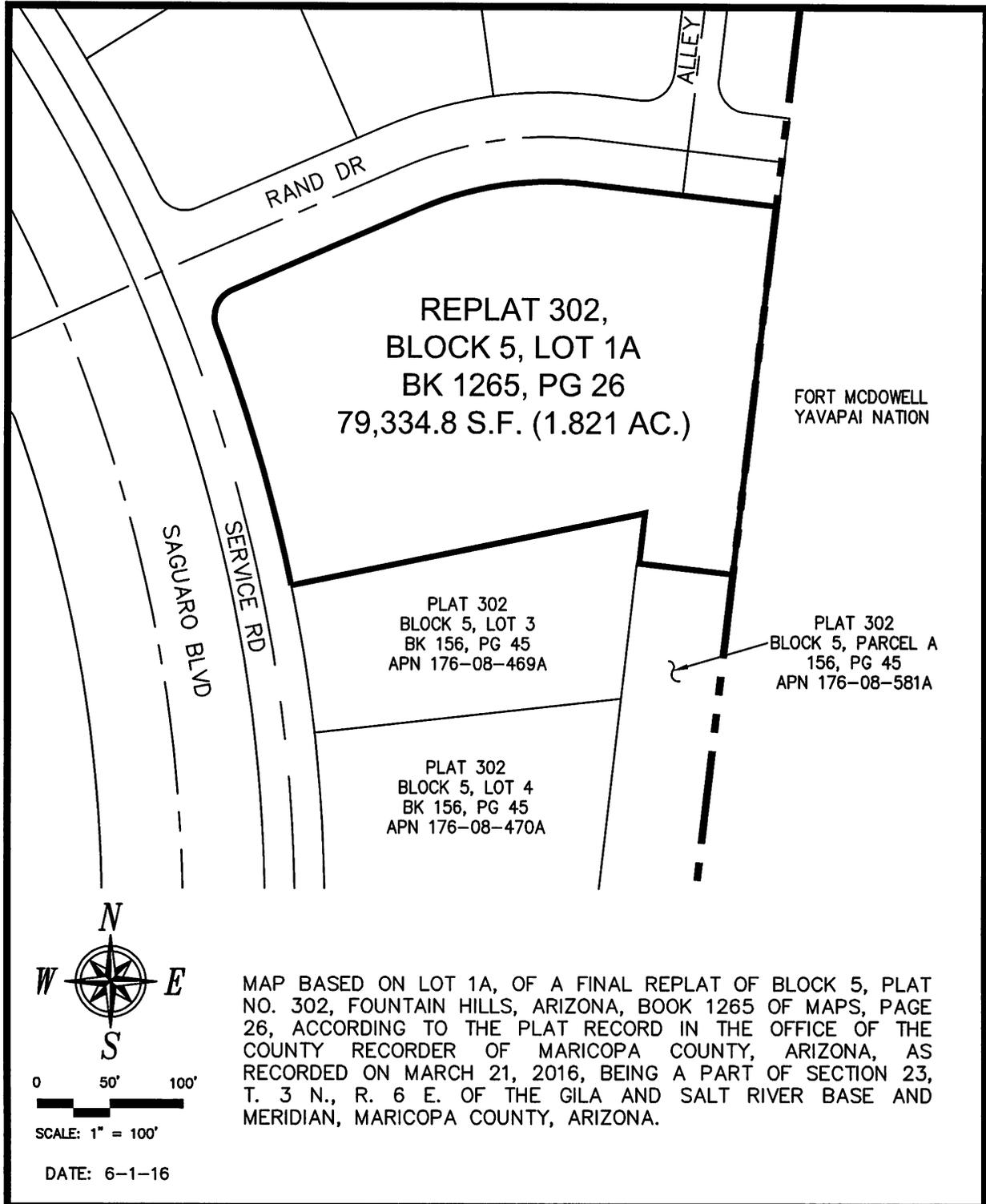


EXHIBIT B
TO
AGREEMENT OF SALE
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS THEATER, INC.

(SPECIAL WARRANTY DEED)

See following pages.

When recorded return to:
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268
Attn: Town Clerk

SPECIAL WARRANTY DEED

THIS DEED IS EXEMPT FROM AFFIDAVIT AND FEE PURSUANT TO A.R.S. § 11-1134(A)(3)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **TOWN OF FOUNTAIN HILLS**, an Arizona municipal corporation ("Grantor"), does hereby grant and convey to **FOUNTAIN HILLS THEATER, INC.**, an Arizona non-profit corporation ("Grantee"), the following real property situated in Maricopa County, Arizona, together (the "Property") with all rights and privileges appurtenant thereto:

See **Exhibit 1** attached hereto and made a part hereof.

SUBJECT TO all matters of record. Grantor does hereby bind itself and its successors to warrant and defend the title against the acts of Grantor and persons claiming by, through and under them but no other party.

This conveyance is expressly subject to the following conditions and restrictions:

1. Grantor hereby reserves for itself and for the public a perpetual non-exclusive general public access easement over and on the cross-hatched areas depicted on **Exhibit 2** attached hereto and incorporated herein by this reference (the "Easement Areas") for purpose of providing and permitting pedestrian and vehicular ingress and egress, which shall be subject and subordinate to any and all easements of record. Grantee shall at all times maintain the Easement Areas in good condition and repair. The easements granted herein shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, its successors and assigns or benefited party by any appropriate proceedings at law or in equity.
2. The Property shall only be used as a community theater (the "Use Restriction"). The Use Restriction herein shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, its successors and assigns or benefited party by any appropriate proceedings at law or in equity. If the Property ceases to be used in a manner supporting the core purposes of a community theater prior to January 5, 2032, then title to the Property shall revert back to Grantor at the direction, in its sole discretion, of Grantor.

Dated as of this ____ day of _____, 2017.

TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation

By: **NOT TO BE EXECUTED**
Name: Grady E. Miller, Town Manager

Attest:

By: **NOT TO BE EXECUTED**
Name: Bev Bender, Town Clerk

State of ARIZONA

County of Maricopa

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Grady E. Miller, Town Manager of the Town of Fountain Hills, an Arizona municipal corporation, on behalf of the municipal corporation.

(Seal and Expiration Date)

NOT TO BE EXECUTED
Notary Public

EXHIBIT 1 to Special Warranty Deed

Legal Description of the Property

(See following page)

EXHIBIT 2 to Special Warranty Deed

Easement Areas Depiction

(See following page)

EXHIBIT C
TO
AGREEMENT OF SALE
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS THEATER, INC.
(SERVICES AND IMPROVEMENTS)

See following pages.

2003 Expenses incurred at "Old Community Center" to meet code
upgrade dated electric and plumbing and create a theater

	Vendor	Total Cost
GENERAL REQUIREMENTS		
Permit	Town of FH	\$0.00
Rough Clean/ Trash haul	Waste Management	\$3,000.00
Finish Clean	Desert Dirtbusters	\$350.00
Laborer Demolition	FHT	\$10,000.00
Fire Protection Engineering	Bruce Harding	\$1,050.00
Engineering, Structural	September/Underwood	\$4,240.00
Plans/Draftsman	Brad Krause, architect	\$32,400.00
Total General Requirements		\$51,040.00
SITework,CONCRETE,MASONRY,STEEL,		
Exported Dirt	Bobcat Wizard	\$4,800.00
Steps	Wolf	\$7,719.00
Masonry Block	Dave Lamberdy	\$10,800.00
Guardrails	Tom Wrought Iron	\$2,850.00
Total Sitework,Concrete,Masonry and Steel		\$26,169.00
CARPENTRY/LUMBER		
Rough framing labor and materials	Buckhorn	\$10,290.00
Interior door hardware and installation	Precision	\$12,489.00
Cabinets,Vanities and utility cabinets	Wood Whims	\$37,000.00
Total Carpentry/Lumber		\$59,779.00
MOISTURE PROTECTION/THERMAL INSULATION		
Interior Insulation	Mesa Insulation	\$1,500.00
Tile Roof	Rick Thomas	\$2,200.00
Total Moisture/Thermal		\$3,700.00
FINISHES		
Bathroom Mirrors	Custom Mirror	\$1,032.00
Drywall	Jury Drywall	\$3,760.00
Painting	Premier	\$5,800.00
Upholstery and labor	Krause	\$8,800.00
Bath Tile and Grout	Fantasia Interiors	\$825.00
Bath Tile installation	Aldo	\$400.00
Carpets	Krause	\$10,000.00
Carpet installation	Nicola	\$1,200.00
Sand Stone Finish	Level One	\$2,200.00
Purchase and installation of Fire doors with push escape bars	Fontaine Construction	\$15,000.00
Total Finishes		\$48,017.00
EQUIPMENT		

Theater Seats and installation	Harkins	\$5,575.00	
Drop System	Dennis Kodimer	\$2,239.00	
Sound System	Metro AV	\$2,833.00	
Lighting System	Theater	\$40,293.00	
Total Equipment			\$50,940.00
PLUMBING, MECHANICAL AND ELECTRICAL			
Rough Plumbing	AZ Plumbing	\$24,266.00	
Partition	AZ Plumbing	\$3,193.00	
HVAC	Select Air	\$3,500.00	
Fire protection/sprinklers	Sunstate Fire protection	\$16,572.00	
rough and finish Electrical	Lorenzo	\$26,495.00	
Total Plumbing,Mechanical and Electric			\$74,026.00
BUILDERS FEE/PRIVILEGE TAX AND LIABILITY INSURANCE	Echelon,AZ DOR and Aegis Ins		\$62,000.00
TOTAL OF EXPENSES FOR OLD COMMUNITY CENTER IMPROVEMENTS			\$376,671.00

2008 Expenses incurred at Historic Library Building Youth Theater and Office to meet fire code and upgrade dated electrical

Fire protection/sprinklers	Sunstate Fire protection	\$27,682.00	
Electrical upgrades	Lorenzo	\$13,200.00	
Purchase and installation of Fire doors with push escape bars	Fontaine Construction	\$10,000.00	
TOTAL EXPENSES FOR YOUTH THEATER IMPROVEMENTS			\$50,882.00
REMODEL EXPENSES IN 2008			
Patio Repaving		\$1,800.00	
exterior of buildings and doors painted		\$6,000.00	
Exterior Lighting upgrades		\$21,929.00	
TOTAL EXPENSES FOR MAJOR MAINTENANCE & IMPROVEMENTS			\$29,729.00
REGULAR MAINTENANCE & REPAIR PERFORMED BY FHT			
fire protection inspections/fire extinguisher maintenance since move in 1995	Firemaster	\$10,000.00	
AC Maintenance,minor repairs, duct work since move in 1995	Discount Air Care	\$6,400.00	
Pest Control and Bee removal since move in 1995	Multiple vendors	\$7,800.00	
Regular Cleaning,Handy man repairs,Carpet cleaning etc.since move in 1995	Multiple vendors	\$96,000.00	
TOTAL ESTIMATED EXPENSES FOR REGULAR UPKEEP AND MAINTENANCE			\$120,200.00

TOTAL EXPENSES INCURRED FOR IMPROVEMENTS MADE SINCE 1995 **\$577,482.00**