THIS PACKET WAS PROVIDED BY

ARTHOUSE AND CONTAINS THE

CUSHING TERREL CONDITION ASSESSMENT IN ITS ENTIRETY

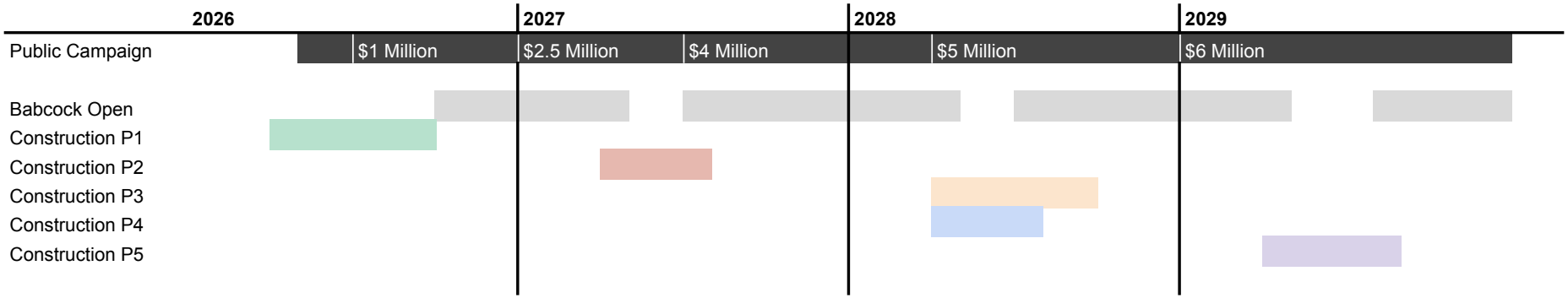
Phase 1 (2026)	**$841,610**
Reopen Babcock with minimum requirements	
Replace entire theater ceiling	
Handrails in basement	
Clean up and quick fix broken items	
Sources of Income	
Art House Cash	$175,000
City TIF (for Marquee)	$100,000
Widmyer Insurance	$286,000
City Cover Insurance Deductible	$100,000
LEFT TO FUND	**$180,610**
Phase 2	**$1,555,260**
Stage Rehab	
Sound/Lighting	
Some quality of life improvements	
Phase 3	**$412,905**
Major infastructure investment	
Some finishes and bigger quality of life	
New Roof	
HVAC investment/upgrades	
Phase 4	**$531,000**
Mechanical Upgrades	
Fire Protection Upgrades	
Electric and Other Needs	
Bathroom Remodel	
Phase 5	**$1,498,350**
Final finishing touches	
Flooring/Carpet Refresh	
New theater seats	
Green Room Remodel/Fix	
Projection Booth Rehab	
TOTAL FUNDING NEEDS	
CONSTRUCTION TOTAL	$4,839,125
CONTIGENCY (10%)	$483,913
STAFF HIRES/TRAINING	$150,000
BABCOCK ENDOWMENT	$500,000
TOTAL	**$5,973,038**

PHASE 1					
Phase 1 Langlas Total	$668,700	Architectural	$668,000	All	$73,000
Phase 1 AH Total	$172,910	Interiors	$65,410	Basement	$3,400
Phase 1 Total	**$841,610**	Mechanical	$48,000	Exterior	$0
		Structural	$59,500	Green Room	$0
		Fire Protection	$700	Lobby	$1,900
		Electical	$0	Stage	$2,400
		Plumbing	$0	Theater	$760,910
		Spec Systems	$0	Ticket Booth	$0
		Roof	$0		
		Envelope	$0		
PHASE 2					
Phase 2 Langlas Total	$0	Architectural	$140,000	All	$77,000
Phase 2 AH Total	$1,555,260	Interiors	$388,260	Basement	$0
Phase 2 Total	**$1,555,260**	Mechanical	$0	Exterior	$0
		Structural	$0	Green Room	$0
		Fire Protection	$0	Lobby	$0
		Electical	$500,000	Stage	$1,477,260
		Plumbing	$0	Theater	$1,000
		Spec Systems	$527,000	Ticket Booth	$0
		Roof	$0		
		Envelope	$0		
PHASE 3					
Phase 3 Langlas Total	$0	Architectural	$4,400	All	$14,000
Phase 3 AH Total	$412,905	Interiors	$15,405	Basement	$23,800
Phase 3 Total	**$412,905**	Mechanical	$96,800	Exterior	$275,900
		Structural	$0	Green Room	$0
		Fire Protection	$0	Lobby	$96,305
		Electical	$0	Stage	$0
		Plumbing	$21,300	Theater	$2,900
		Spec Systems	$0	Ticket Booth	$0
		Roof	$275,000		
		Envelope	$0		
PHASE 4					
Phase 4 Langlas Total	$0	Architectural	$36,300	All	$234,000
Phase 4 AH Total	$531,000	Interiors	$50,000	Basement	$0
Phase 4 Total	**$531,000**	Mechanical	$4,000	Exterior	$7,800
		Structural	$0	Green Room	$0
		Fire Protection	$127,000	Lobby	$223,700
		Electical	$303,000	Stage	$0
		Plumbing	$10,700	Theater	$65,500
		Spec Systems	$0	Ticket Booth	$0
		Roof	$0		
		Envelope	$0		
PHASE 5					
Phase 5 Langlas Total	$0	Architectural	$962,300	All	$200,000
Phase 5 AH Total	$1,498,350	Interiors	$194,750	Basement	$5,500
Phase 5 Total	**$1,498,350**	Mechanical	$216,300	Exterior	$104,000
		Structural	$0	Green Room	$143,400
		Fire Protection	$0	Lobby	$42,950
		Electical	$25,000	Stage	$4,000
		Plumbing	$0	Theater	$997,600
		Spec Systems	$0	Ticket Booth	$900
		Roof	$0		
		Envelope	$100,000		
CONSTUCTION TOTAL	**$4,839,125**	Architectural	$1,811,000	All	$598,000
		Interiors	$713,825	Basement	$32,700
Contingency (10%)	$483,913	Mechanical	$365,100	Exterior	$387,700
Staff Hires/Training	$150,000	Structural	$59,500	Green Room	$143,400
Babcock Endowment	$500,000	Fire Protection	$127,700	Lobby	$364,855
		Electical	$828,000	Stage	$1,483,660
CAMPAIGN TOTAL	**$5,973,038**	Plumbing	$32,000	Theater	$1,827,910
		Spec Systems	$527,000	Ticket Booth	$900
		Roof	$275,000		
		Envelope	$100,000		
TIF Ask	$959,208	20% of building work minus Stage Sound/Lighting			

PHASE	AREA	LOCATION	TRADE	CTA	ITEM	COST
1	ALL:	ALL	Interiors:	D	Cleaning for reopen	$25,000
1	THEATER:	BALCONY	Struct:	A	Balcony Railings	$50,000
1	BASEMENT:	BASEMENT	Struct:	B	Beam Notch Field Remediations	$3,400
1	ALL:	HVAC	Mech:	B	Scheduled Yearly Maint. of Filters, Rain, Glycol, Sump Pump	$48,000
1	LOBBY:	LOBBY	Struct:	A	Positive Connections at Wood Columns	$1,900
1	THEATER:	SOUND	Struct:	C	Speaker Support Framing	$1,800
1	STAGE:	STAGE	Struct:	A	Concrete Joist Repair Under Stage	$2,400
1	THEATER:	THEATER	Arch:	A	Full Ceiling Replace	$115,000
1	THEATER:	THEATER	Arch:	A	Scoffolding/Shoring, Demo, Gen Cond, Cleaning	$396,000
1	THEATER:	THEATER	Arch:	A	Remove Spray From Walls, Match new Ceiling	$52,000
1	THEATER:	THEATER	Arch:	B	Acoustic Treatment for Walls and Ceiling	$55,000
1	THEATER:	THEATER	Arch:	B	Plaster Cove Repair	$50,000
1	THEATER:	THEATER	Fire Protection:	A	Ceiling callapse damaged items	$700
1	THEATER:	THEATER	Interiors:	C	Main Theatre Repaint Walls	$28,350
1	THEATER:	BALCONY	Interiors:	C	BalconyRepaint Walls	$12,060
2	ALL:	SOUND	Interiors:	D	FFE	$50,000
2	ALL:	SOUND	Spec. Systems:	C	New CAT6 Cable	$27,000
2	STAGE:	SOUND	Spec. Systems:	D	Lighting/Sound Equipment	$500,000
2	STAGE:	STAGE	Arch:	A	Proscenium Fire Curtain	$85,000
2	STAGE:	STAGE	Arch:	A	Modify Stage Alley Door for Egress	$4,000
2	THEATER:	STAGE	Arch:	A	Add stage stair ralings	$1,000
2	STAGE:	STAGE	Arch:	B	Flooring Uneven, Repair/Replace	$50,000
2	STAGE:	STAGE	Electric:	C	Update Stage Lighting and Power for Live Performance	$500,000
2	STAGE:	STAGE	Interiors:	C	New Flooring	$50,000
2	STAGE:	STAGE	Interiors:	C	New Curtains	$160,000
2	STAGE:	STAGE	Interiors:	D	Side Stage Curtains	$80,000
2	STAGE:	STAGE	Interiors:	D	Portable Stages	$20,000
2	STAGE:	STAGE	Interiors:	C	Repaint Walls	$28,260
3	THEATER:	BALCONY	Arch:	B	Balcony Wall Plaster Patching	$1,000
3	BASEMENT:	BASEMENT	Interiors:	C	Archival Shelving	$4,800
3	LOBBY:	HVAC	Mech:	A	Add Ventilation Air/Ductwork	$29,000
3	LOBBY:	HVAC	Mech:	A	Combustibles in Air Plenum	$19,000
3	LOBBY:	HVAC	Mech:	A	Booster Fan for Boiler Room	$4,000
3	EXTERIOR:	HVAC	Mech:	B	Fluid Cooler Maintenance and Inspection	$900
3	ALL:	HVAC	Mech:	C	Retro-Commissioning (Ensure all mech units optimal perfom.)	$14,000
3	LOBBY:	HVAC	Mech:	C	Radiant Heaters Temperature Verification	$900
3	LOBBY:	HVAC	Mech:	C	Westinghouse Supplem. Air Handler Replacement	$29,000
3	LOBBY:	HVAC	Plumb:	A	Insulate Piping in Boiler room	$2,300
3	BASEMENT:	HVAC	Plumb:	C	Heat Pump Loop System Replacment	$14,000
3	BASEMENT:	HVAC	Plumb:	C	Boiler Circulation Pump Replacement	$5,000
3	LOBBY:	LOBBY	Interiors:	C	Entry and Lobby Repaint Walls	$7,905
3	LOBBY:	LOBBY	Interiors:	C	Entry and Lobby Restor Polish historic Terazzo	$2,700
3	LOBBY:	MEZZANINE	Arch:	B	Mezzanine East Storage (Blue) Plaster Patching	$1,500
3	EXTERIOR:	ROOF	Roof:	A	Roof Replacement	$275,000
3	THEATER:	THEATER	Arch:	B	Plaster at Exit Door Heads Patched and Repainted	$1,000
3	THEATER:	THEATER	Arch:	B	Plaster repair at Air Diffuser/Return	$900

PHASE	AREA	LOCATION	TRADE	CTA	ITEM	COST
4	ALL:	ALL	Fire Protection:	A	Fire Alarm System Upgrade	$120,000
4	EXTERIOR:	ALL	Fire Protection:	A	Missing Coverage	$1,800
4	ALL:	BASEMENT	Electric:	B	Demo Existing Switchboard/Replace with new Switchboard	$64,000
4	THEATER:	BATHROOM	Arch:	A	Mezzanine restroom toilet stall handrails	$500
4	LOBBY:	BATHROOM	Arch:	B	Mezzanine Restroom Floor Fastening	$800
4	LOBBY:	BATHROOM	Arch:	B	Mezzanine Restrooms Incresed Widths, New Stalls	$8,000
4	LOBBY:	BATHROOM	Arch:	B	Mazzanine Restrooms New Finishes	$15,000
4	LOBBY:	BATHROOM	Mech:	A	Mezzanine Restroom/Janitor New Exhaust System.	$4,000
4	LOBBY:	BATHROOM	Plumb:	A	Mezzanine Restroom Sink Piping INsulation	$700
4	LOBBY:	BATHROOM	Plumb:	C	Mezzanine Restroom Fixtures Replacement	$10,000
4	EXTERIOR:	EXTERIOR	Electric:	C	Replace Exterior Lights w/LED's	$6,000
4	LOBBY:	LOBBY	Arch:	A	Stair Hand Railings fr. Lobby to Balcony Replaced	$12,000
4	LOBBY:	LOBBY	Electric:	A	Emergency Panel Replace	$168,000
4	LOBBY:	LOBBY	Fire Protection:	A	Missing Coverage	$4,200
4	LOBBY:	LOBBY	Fire Protection:	A	Missing Ceiling at Upper Lobby	$1,000
4	ALL:	LOBBY	Interiors:	D	FFE	$50,000
4	THEATER:	THEATER	Electric:	A	Replace Exit Signs, Add egress illumination, lighting replace	$40,000
4	THEATER:	THEATER	Electric:	C	Replace Ceiling Cove lights with LEDs	$5,000
4	THEATER:	THEATER	Electric:	C	Replace Lobby and Restroom Lights w/LEDs	$20,000
5	THEATER:	BALCONY	Arch:	B	Balcony Decking Replacement	$8,000
5	THEATER:	BALCONY	Interiors:	C	Balcony New Flooring	$50,000
5	STAGE:	BASEMENT	Arch:	A	Add Handrails to Stage to Basement Stairs	$1,500
5	LOBBY:	BASEMENT	Arch:	A	Basement North Stair Treads Replaced	$1,500
5	BASEMENT:	BASEMENT	Arch:	B	General Wall Repairs and Concrete Floor Patching	$5,500
5	LOBBY:	BATHROOM	Arch:	A	North Bathroom Threshold Hazard, Repair	$1,000
5	LOBBY:	ENTRY	Arch:	B	Canopy & Ticket Botth Insulation Reinstalled	$800
5	EXTERIOR:	EXTERIOR	Arch:	A	Concret Landings at Alley Exits (2)	$4,000
5	EXTERIOR:	EXTERIOR	Envelope:	B	Wall Removal of Failing Concrete Skim Coat	$100,000
5	GREEN ROOM:	GREEN ROOM	Arch:	B	Terrazzo Flooring Grinding, Reduce Hazard	$500
5	GREEN ROOM:	GREEN ROOM	Electric:	C	Update Power and Lighting	$25,000
5	GREEN ROOM:	GREEN ROOM	Interiors:	C	Update finsishes/accents	$82,500
5	GREEN ROOM:	GREEN ROOM	Interiors:	C	FF&E	$20,000
5	GREEN ROOM:	GREEN ROOM	Mech:	C	Add Heating/Cooling Units as Needed	$5,400
5	GREEN ROOM:	GREEN ROOM	Mech:	D	Tech for Green Room	$10,000
5	ALL:	HVAC	Mech:	D	Mech Systems Upgrades	$200,000
5	LOBBY:	LOBBY	Arch:	A	Side Rooms Thresholds Modifications	$1,000
5	LOBBY:	LOBBY	Arch:	A	Add Wheelchair lift or stair climber for accessiblity	$15,000
5	LOBBY:	LOBBY	Arch:	B	Janitor Closet Floor Replacement	$1,000
5	LOBBY:	LOBBY	Interiors:	C	Entry and lobby add 3 part walk off entry flooring system	$12,500
5	LOBBY:	LOBBY	Interiors:	C	Entry and lobby New flooring carpet at POS area	$1,650
5	LOBBY:	LOBBY	Interiors:	C	Entry and Lobby FF&E Foyer Seating + Storage Solutions	$5,500
5	LOBBY:	MEZZANINE	Arch:	B	Mezzanine Janitor Closet (Green) Plaster and Tile Patching	$3,000
5	THEATER:	PROJECTION	Arch:	A	Projection booth entry door replace	$2,000
5	THEATER:	PROJECTION	Arch:	A	projectoin booth threshold repair	$500
5	THEATER:	PROJECTION	Arch:	A	Projection storage windows replace	$1,500
5	THEATER:	PROJECTION	Arch:	A	upper projection asbestos tile abatement	$1,500

PHASE	AREA	LOCATION	TRADE	CTA	ITEM	COST
5	THEATER:	PROJECTION	Arch:	A	Upper projection door replace	$1,500
5	THEATER:	PROJECTION	Arch:	A	Upper projection booth windows replace	$1,500
5	THEATER:	PROJECTION	Arch:	B	Projection Booth Wall Plaster Patching	$1,000
5	THEATER:	PROJECTION	Arch:	B	Projection Booth Ceiling Plaster Patching	$1,000
5	THEATER:	PROJECTION	Arch:	B	Projection Storage Plaster Patching	$1,000
5	THEATER:	PROJECTION	Arch:	B	Upper Projection Booth Plaster Patching	$1,000
5	THEATER:	PROJECTION	Arch:	B	Projection Booth Landing Surface Replace	$500
5	THEATER:	PROJECTION	Arch:	B	Projection Storage Floor Repair	$1,500
5	THEATER:	PROJECTION	Arch:	B	Upper Projection Booth Restroom Update	$2,500
5	STAGE:	STAGE	Arch:	A	Stage West Door Thru Proscenium Replaced	$2,500
5	THEATER:	THEATER	Arch:	B	New Seating in Theatre	$750,000
5	THEATER:	THEATER	Arch:	D	Update Carpet	$150,000
5	THEATER:	THEATER	Interiors:	C	Main Theatre New Flooring	$22,600
5	TICKET BOOTH:	TICKET	Mech:	C	Steam Heater Temperature Verification	$900
		TICKET				
					CONSTRUCTION TOTAL	**$4,839,125**
					CONTIGENCY (10%)	$483,913
					STAFF HIRES/TRAINING	$150,000
					BABCOCK ENDOWMENT	$500,000
					CAPITAL CAMPAIGN TOTAL	**$5,973,038**


2026
2027
2028
2029
Public Campaign
$1 Million
$2.5 Million
$4 Million
$5 Million
$6 Million
Babcock Open
Construction P1
Construction P2
Construction P3
Construction P4
Construction P5

MONTHLY AVERAGES OVER A 3 YEAR SPAN BROKEN DOWN BY QUARTERS

3 YEAR AVERAGE	
Q1 Average	**$1,677.72**
Water/Sewer	$284.41
Gas	$934.94
Electric	$279.32
Garbage	$179.05
Q2 Average	**$1,360.03**
Water/Sewer	$301.79
Gas	$557.68
Electric	$317.64
Garbage	$182.92
Q3 Average	**$1,205.78**
Water/Sewer	$432.22
Gas	$178.99
Electric	$387.68
Garbage	$206.89
Q4 Average	**$1,426.80**
Water/Sewer	$336.37
Gas	$582.48
Electric	$338.94
Garbage	$169.01
Yearly Average	**$1,677.72**
Water/Sewer	$284.41
Gas	$934.94
Electric	$279.32
Garbage	$179.05

INVOICES WHILE CLOSED AFTER CEILING COLLAPSE

This was created to track our utilities costs while the Babcock is closed.
We have turned off everything we can, unplugged appliances and flipped breakers to limit costs. We have been surprised to see how little we have been impacting the utilities on the Babcock Building (as shown here: our expenses have not changed much.
Our agreement laid out in the Condo Documents is the Babcock Theater is responsible to pay for 41% of building wide utilities.

June 2025	**$1,326.06**						
Water/Sewer	$345.06						
Gas	$413.59						
Electric	$369.77						
Garbage	$197.64						
July 2025	**$1,025.34**	**August 2025**	**$1,302.24**	**September 2025**	**$1,192.14**		
Water/Sewer	$317.17	Water/Sewer	$532.82	Water/Sewer	455.87		
Gas	$204.75	Gas	$133.10	Gas	146.72		
Electric	$305.78	Electric	$430.83	Electric	384.06		
Garbage	$197.64	Garbage	$205.49	Garbage	205.49		
October 2025	**$1,164.53**	**November 2025**	**$1,309.98**	**December 2025**	**$0.00**		
Water/Sewer	$303.68	Water/Sewer	$242.48	Water/Sewer			
Gas	$342.60	Gas	$582.70	Gas			
Electric	$312.76	Electric	$279.31	Electric			
Garbage	$205.49	Garbage	$205.49	Garbage			
2025 Closed Aver.	**$1,220.05**						
Water/Sewer	$366.18						
Gas	$303.91						
Electric	$347.09						
Garbage	$202.87						

		2023	2024	2025	TOTAL
HVAC Maintenance	Air Controls	$1,169.52	$2,158.86	$4,061.24	$7,389.62
Building Utilities	Alarm Control	$611.60	$2,139.40	$2,380.51	$5,131.51
	AH - Northwestern Energy	$5,376.70	$19,579.01	$9,869.19	$34,824.90
	Widmyer Utilities (41%)	$22,067.87	$16,027.49	$15,540.87	$53,636.23
Insurance	Widmyer Insurance (41%)	$5,000.00	$9,554.64	$9,554.64	$24,109.28
	AH Insurance (both Bab and AH)	$30,345.97	$41,727.51	$42,626.00	$114,699.48
		$64,571.66	**$91,186.91**	**$84,032.45**	**$239,791.02**

This is to show what our utilities and insurance costs have been at the Babcock Theater these past three years. This was shared with City Staff to give understanding to what potential cost would be associated with The City taking over utilities and insurance costs while the theater is closed (as desired through our Lease Amendment Proposal (attached in this document)).

BABCOCK INVESTMENT TO DATE (2018-2025)

Building Repairs	$400,943
Building Equipment (Stays)	$10,258
Architect & Assessment	$24,330
Ceiling Collapse Repairs TD	$3,436
TOTAL	**$438,967**

This does not any include funds given by the city.
All funds shown earned through operations or donations.

This does not include operation or annual maintenance costs.

CUSHING TERRELL REPORT

After the ceiling collapsed in 2025, Art House Billings spent $20,000+ for Cushing Terrell to do a full building assessment to best understand where other building issues may be present.

Our hope is to create a plan and path for the future of the theater.

We want to continue to invest in this community jewel, but also go into this project with our eyes fully open to as many issues as we can find.

All of our fundraising and capital campaign plans are driven by this data.

You will find the following document breaks down what Cushing Terrell has labeled as major/critical issues that must be addressed now all the way to potential dreams and upgrades to the theater.

Where *design* meets you.

BABCOCK THEATRE

BUILDING ASSESSMENT REPORT

December 5, 2025

Cushing Terrell

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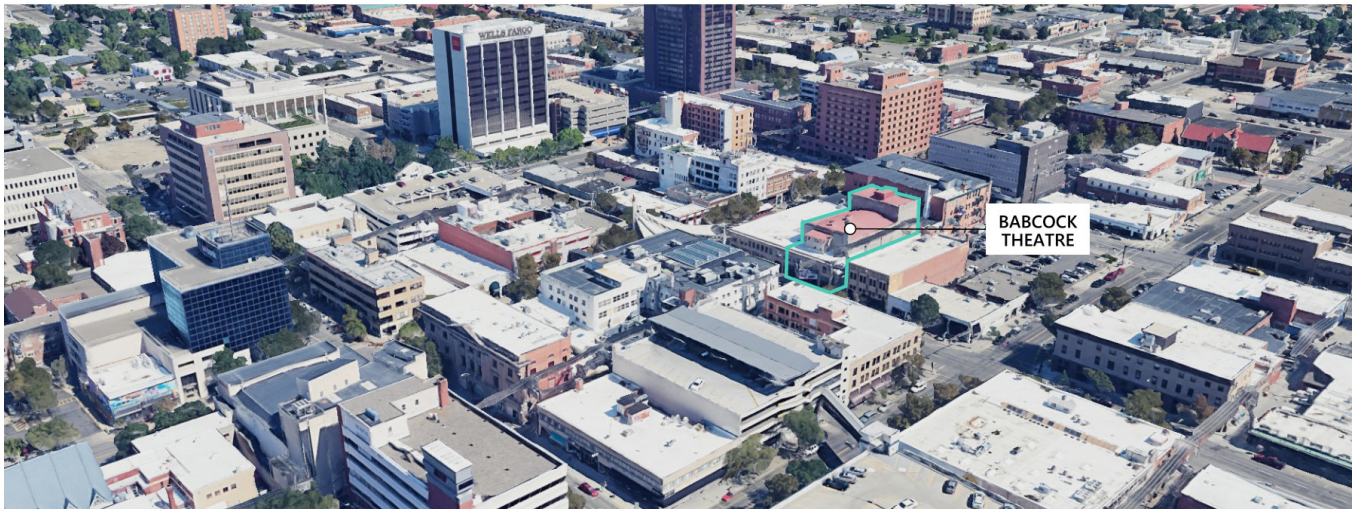
Cushing Terrell



GENERAL INFORMATION:

DISCIPLINE SECTIONS:

Exhibit A: *Babcock Theatre Speaker Support Structural Report & Details.pdf*
Exhibit B: *Kevin Hodgson of K2 "Babcock Theatre Site Survey and Audio System Recommendations - 2023.pdf*
Exhibit C: *Langlas & CT - Babcock Ceiling Collapse - Recommendations & Pricing - 06.18.2025*

BABCOCK THEATRE BUILDING

GOAL OF THIS ASSESSMENT:

This assessment represents a critical first step in evaluating the feasibility of a comprehensive refresh of the Babcock Theatre. Initiated in response to proposed upgrades identified by Art House, the effort is led by a local, multi-disciplinary team—including architecture, interiors, structural, envelope, civil, MEP, special systems, and fire protection—who will assess the theatre spaces from their respective lenses. The scope includes identifying code deficiencies, deferred maintenance, and providing recommendations, along with a range of cost estimates across disciplines to support informed decision-making.

GENERAL INFORMATION:

Building – Babcock Theatre

Address – 2812 2nd Avenue North, Billings, Montana 59101

Building Description – The Babcock Theatre Building is a two-story mixed-use commercial structure located in downtown Billings, Montana, originally constructed in 1907 following the loss of the city's opera house to fire. Designed by Edwin W. Houghton, the building showcases early 20th-century commercial architecture with a steel and heavy timber structural framework, 20-inch-thick concrete theatre walls, and brick masonry façades accented with cast stone detailing. The theatre roof is supported by wood bow trusses and finished with a modern membrane system.

The interior of the theatre features a traditional proscenium layout, including a sloped auditorium floor, balcony, and fly loft. Key character-defining elements include decorative plasterwork, historic lighting fixtures, a prominent marquee, and lobby and vestibule spaces that reflect mid-century design influences introduced during later renovations.

The building has undergone several major updates, notably in 1927, 1935 (significant rebuild after a fire in 1that damaged the stage and roof), and 1955, each reflecting shifts in entertainment technology and architectural style. While the structure includes retail spaces, apartments, and an arcade, this assessment is limited to the theatre spaces only. The theatre retains much of its architectural integrity and continues to serve as a cultural and historic landmark in the heart of Billings.

Size – Approx 21,000 square feet building footprint

Original Construction Date – 1907, designed by Edwin W. Houghton

- Significant updates in 1927, 1935, and 1955

Occupancy Class / Use – A / Assembly / Performing Arts Venue

Clear Heights – Varies, 80 ft +/-

Building Assessment Report

Cushing Terrell.

Dec 5, 2025

BABCOCK THEATRE BUILDING

PRIORITIZED MENU & COSTS of UPGRADES

HIGH PRIORITY or CODE DEFICIENCIES ITEMS

	LOW	HIGH
EXTERIOR: Roof: Roofing Replacement (Red Single Ply)	$ 275,000.00	$ 350,000.00
EXTERIOR: Arch: Concrete Landings at Alley Exits (2)	$ 4,000.00	$ 6,000.00
EXTERIOR: Fire Protection: Missing Coverage	$ 1,800.00	$ 3,000.00
ALL: Fire Alarm System Upgrade (Triggered for major remodel)	$ 120,000.00	$ 125,000.00
STAGE: Struct: IMMEDIATE ACTION: Concrete Joist Repair Under Stage	$ 2,400.00	$ 2,600.00
STAGE: Arch: Proscenium Fire Curtain	$ 85,000.00	$ 95,000.00
STAGE: Arch: Modify Stage Alley Door for Egress Exit	$ 4,000.00	$ 5,000.00
STAGE: Arch: Stage West Door Thru Proscenium Replaced	$ 2,500.00	$ 3,500.00
STAGE: Arch: Add Handrails to Stage to Basement Stairs	$ 1,500.00	$ 2,000.00
THEATRE: Langlas: Full Ceiling Replacement	$ 115,000.00	$ 187,000.00
THEATRE: Langlas: Scafolding/Shoring, Demo Ceiling, Gen. Conditions, Cleaning	$ 396,000.00	$ 415,000.00
THEATRE: Langlas: Remove Spray Foam Walls, Match New Ceilling	$ 52,000.00	$ 90,000.00
THEATRE: Arch: Add Stage Stair Railings	$ 1,000.00	$ 1,500.00
THEATRE: Arch: Major Renovation Triggers Elevator Add	unknown at this time	unknown at this time
THEATRE: Arch: Projection Booth Entry Door Replacement	$ 2,000.00	$ 2,500.00
THEATRE: Arch: Projection Booth Threshold Repair	$ 500.00	$ 1,000.00
THEATRE: Arch: Projection Storage Windows Replacement or Infill	$ 1,500.00	$ 2,000.00
THEATRE: Arch: Upper Projection Booth Asbestos Tile Abatement/Replace	$ 1,500.00	$ 3,000.00
THEATRE: Arch: Upper Projection Booth Door Replace	$ 1,500.00	$ 2,000.00
THEATRE: Arch: Upper Projection Booth Windows Replace or Infill	$ 1,500.00	$ 2,000.00
THEATRE: Arch: Mezzanine Restroom Toilet Stall Handrails	$ 500.00	$ 1,000.00
THEATRE: Fire Protection: Ceiling Collapse Damaged Items	$ 700.00	$ 1,000.00
THEATRE: Elec: Replace Exit Signs, Add Egress Illumination, Lighting Replace	$ 40,000.00	$ 50,000.00
THEATRE: Struct: Balcony Railings (const. cost only, no design fee)	$ 17,000.00	$ 19,000.00
LOBBY: Arch: Stair Hand Railings fr. Lobby to Balcony Replaced	$ 12,000.00	$ 24,000.00
LOBBY: Arch: Wider Entry Doors & Sidelites	$ 20,000.00	$ 26,000.00
LOBBY: Fire Protection: Missing Ceiling at Upper Lobby	$ 1,000.00	$ 2,000.00
LOBBY: Mech: Mezzanine Restroom/Janitor New Exhaust Syst.	$ 4,000.00	$ 6,000.00
LOBBY: Plumb: Mezzanine Restroom Sink Piping Insulation for ADA	$ 700.00	$ 900.00
LOBBY: Arch: Side Rooms Thresholds Modifications	$ 1,000.00	$ 2,000.00
BASEMENT: Arch: Basement North Stair Treads Replaced	$ 1,500.00	$ 2,000.00
BASEMENT: Struct: Postitive Connections at Wood Columns	$ 1,900.00	$ 2,100.00
BASEMENT: Elec: Emergency Panel Replace (not to code)	$ 168,000.00	$ 176,000.00
BASEMENT: Mech: Combustibles in Air Plenum (Add Ducted Path)	$ 19,000.00	$ 21,000.00
BASEMENT: Mech: Booster Fan for Boiler Room	$ 4,000.00	$ 6,000.00
BASEMENT: Plumb: Insultate Piping in Boiler Room (and more)	$ 2,300.00	$ 2,500.00
GREEN ROOM: Arch: Add Wheelchair Lift or Stair Climber for Accessibility	$ 15,000.00	$ 25,000.00
GREEN ROOM: Arch: North Bathroom Threshold Hazard, Repair	$ 1,000.00	$ 1,500.00
GREEN ROOM: Mech: Add Ventilation Air/Ductwork	$ 29,000.00	$ 31,000.00
GREEN ROOM: Fire Protection: Missing Coverage	$ 4,200.00	$ 6,000.00
Total High Priority Project Costs	**$ 1,411,500.00**	**$ 1,703,100.00**

Items listed in GREEN are from the 6/2026 Ceiling Collapse Pricing Estimates by Langlas

MODERATE PRIORITY or DEFERRED MAINTENANCE ITEMS

	LOW	HIGH
EXTERIOR: Mech: Fluid Cooler Maintenance & Inspection	$ 900.00	$ 1,000.00
EXTERIOR: Envel: Wall Removal of Failing Concrete Skim Coat/Paint	$ 100,000.00	$ 110,000.00
ALL: Elec: Demo Existing Switchboard/Replace with New Switchboard	$ 64,000.00	$ 68,000.00
ALL: Mech: Scheduled Yearly Maint. of Filters, Rainwater, Glycol, Sump Pump	$ 48,000.00	$ 52,000.00
THEATRE: Langlas: Balcony Widen Aisles, Add Railings, Update Carpet	$ 375,000.00	$ 425,000.00
THEATRE: Arch: Plaster at Exit Door Heads Patched & Repainted	$ 1,000.00	$ 2,000.00
THEATRE: Arch: New Seating in Theatre (Main & Balcony)	$ 275,000.00	$ 375,000.00
THEATRE: Arch: Acoustic Treatment for Walls & Ceiling	$ 55,000.00	$ 75,000.00
THEATRE: Arch: Plaster Cove Repair	$ 50,000.00	$ 75,000.00
THEATRE: Arch: Plaster Repair at Air Diffuser/Return	$ 900.00	$ 1,100.00
THEATRE: Arch: Balcony Decking Replacement	$ 8,000.00	$ 20,000.00
THEATRE: Arch: Balcony Wall Plaster Patching	$ 1,000.00	$ 5,000.00
THEATRE: Arch: Projection Booth Landing Surface Replace	$ 500.00	$ 1,000.00
THEATRE: Arch: Projection Booth Wall Plaster Patching	$ 1,000.00	$ 1,500.00
THEATRE: Arch: Projection Booth Ceiling Plaster Patching	$ 1,000.00	$ 1,500.00
THEATRE: Arch: Projection Storage Floor Repair	$ 1,500.00	$ 2,000.00
THEATRE: Arch: Projection Storage Plaster Patching	$ 1,000.00	$ 1,500.00
THEATRE: Arch: Upper Projection Booth Restroom Update	$ 2,500.00	$ 3,500.00
THEATRE: Arch: Upper Projection Booth Plaster Patching	$ 1,000.00	$ 1,500.00
STAGE: Arch: Flooring Uneven, Repair/Replace	$ 10,000.00	$ 60,000.00
LOBBY: Arch: Canopy & Ticket Booth Insulation Reinstalled	$ 800.00	$ 1,200.00
LOBBY: Arch: Janitor Closet Floor Replacement	$ 1,000.00	$ 2,000.00
LOBBY: Arch: Mezzanine Restroom Floor Fastening	$ 800.00	$ 1,200.00
LOBBY: Arch: Mezzanine Restrooms Increased Widths, New Stalls	$ 8,000.00	$ 10,000.00
LOBBY: Arch: Mezzanine Restrooms New Finishes	$ 15,000.00	$ 20,000.00
LOBBY: Arch: Mezzanine Janitor Closet (Green) Plaster & Tile Patching	$ 3,000.00	$ 4,000.00
LOBBY: Arch: Mezzanine East Storage (Blue) Plaster Patching	$ 1,500.00	$ 3,000.00
BASEMENT: Arch: General Wall Repairs and Concrete Floor Patching	$ 5,500.00	$ 9,000.00
BASEMENT: Struct: Beam Notch Field Remediations	$ 3,400.00	$ 3,600.00
GREEN ROOM: Arch: Terrazzo Flooring Grinding, Reduce Hazard	$ 500.00	$ 1,000.00
ENTIRE INTERIOR SPACE CLEANING ALLOWANCE	$ 5,500.00	$ 8,500.00
Total Moderate Priority Project Costs	**$ 1,042,300.00**	**$ 1,345,100.00**

OPPORTUNTIES or FUTURE UPGRADES

	LOW	HIGH
EXTERIOR: Elec: Replace Exterior Lights w/ LEDs	$ 6,000.00	$ 8,000.00
TICKET BOOTH: Mech: Steam Heater Temperature Verification	$ 900.00	$ 1,100.00
ALL: Mech: Retro-Commissioning (Ensure all mech units optimal perform.)	$ 14,000.00	$ 16,000.00
THEATRE: Elec: Replace Lobby & Restroom Lights w/ LEDs	$ 20,000.00	$ 25,000.00
THEATRE: Elec: Replace Ceiling Cove Lights w/ LEDs	$ 5,000.00	$ 7,000.00
THEATRE: Struct: Speaker Support Framing	$ 1,800.00	$ 2,600.00
THEATRE: Interiors: Main Theatre Repaint Walls	= $ 28,350.00	$ 47,250.00
THEATRE: Interiors: Main Theatre New Flooring	$ 22,600.00	$ 30,000.00
THEATRE: Interiors: Balcony Repaint Walls	= $ 12,060.00	$ 20,100.00
THEATRE: Interiors: Balcony New Flooring	$ 20,000.00	$ 29,500.00
STAGE: Elec: Update Stage Lighting & Power for Live Performance	$ 500,000.00	$ 550,000.00
STAGE: Interiors: New Flooring	$ 25,000.00	$ 35,000.00
STAGE: Interiors: Repaint Walls	$ 28,260.00	$ 47,100.00
STAGE: Interiors: New Curtains	$ 160,000.00	$ 180,000.00
LOBBY: Interiors: Entry & Lobby Repaint Walls	$ 7,905.00	$ 13,175.00
LOBBY: Interiors: Entry & Lobby Restore Polish historic Terrazzo	$ 2,700.00	$ 4,500.00
LOBBY: Interiors: Entry & Lobby Add 3 Part Walk Off Entry Flooring System	$ 12,500.00	$ 17,000.00
LOBBY: Interiors: Entry & Lobby New Flooring Carpet at POS area	$ 1,650.00	$ 2,200.00
LOBBY: Interiors: Entry & Lobby FF&E Foyer Seating + storage solutions	$ 5,500.00	$ 7,000.00
LOBBY: Mech: Westinghouse Supplem. Air Handler Replacement	$ 29,000.00	$ 31,000.00
LOBBY: Mech: Radiant Heaters Temperature Verification	$ 900.00	$ 1,100.00
LOBBY: Plumb: Mezzanine Restroom Fixtures Replacement	$ 10,000.00	$ 12,000.00
BASEMENT: Interiors: Archival Shelving	$ 4,800.00	$ 7,800.00
BASEMENT: Plumb: Heat Pump Loop System Replacement	$ 14,000.00	$ 16,000.00
BASEMENT: Plumb: Boiler Circulation Pump Replacement	$ 5,000.00	$ 7,000.00
GREEN ROOM: Interiors: Update finishes/Accents	1,500 sf x $ 55.00 / sf = $ 82,500.00	1,500 sf x $ 75.00 / sf = $ 112,500.00
GREEN ROOM: Interiors: FF&E	$ 20,000.00	$ 28,000.00
GREEN ROOM: Elec: Update Power and Lighting	$ 25,000.00	$ 28,000.00
GREEN ROOM: Mech: Add Heating/Cooling Units as Needed (price per unit)	$ 5,400.00	$ 5,600.00
VARIOUS AREAS: Spec. Systems: New CAT6 Cable	$ 27,000.00	$ 31,000.00
Total Opportunties Project Costs	**$ 1,097,825.00**	**$ 1,322,525.00**

SUMMARY

	LOW	HIGH
HIGH PRIORITY or CODE DEFICIENCIES ITEMS	$ 1,411,500.00	$ 1,703,100.00
MODERATE PRIORITY or DEFERRED MAINTENANCE ITEMS	$ 1,042,300.00	$ 1,345,100.00
OPPORTUNTIES or FUTURE UPGRADES	$ 1,097,825.00	$ 1,322,525.00
Total Project Costs	**$ 3,551,625.00** **	**$ 4,370,725.00**
***Not included:*		
Design Fees (Arch, Interiors, Roof/Envelope, Structural, MEP, Fire Protection, IT)	*$200,000*	*250,000*
Acoustical Consultant	*unknown at this time*	*unknown at this time*
Insurance/Permit/GC Fee	*unknown at this time*	*unknown at this time*
Construction Contingency	*unknown at this time*	*unknown at this time*
Legal and Admin	*unknown at this time*	*unknown at this time*

BABCOCK THEATRE BUILDING

POTENTIAL PHASING FOR THIS WORK:

Here are some phasing options we've outlined, which can be adjusted to fit your priorities and timeline. We understand your goal was to gain a clear picture of everything that needs attention in the building—along with our design recommendations and associated pricing. This summary is intended as a starting point to guide decision-making and help you plan next steps effectively.

Potential Phase 1 – Address Life Safety & Code Compliance
Focus: Ceiling remediation, roof replacement, emergency electrical panel, fire alarm system.
Why: These items mitigate immediate risk and ensure compliance with life safety codes.
Investment: $1.41M–$1.70M (per assessment).
Action: Prioritize funding and schedule these first to stabilize the building and meet code.

Potential Phase 2 – Tackle Deferred Maintenance & Operational Improvements
Focus: Balcony/seating upgrades, envelope repairs, switchboard replacement, scheduled mechanical maintenance.
Why: Improves functionality, comfort, and longevity; can be sequenced during operational windows.
Investment: $1.04M–$1.34M.
Action: Plan these as a second wave after life safety work, bundling for efficiency and minimal disruption.

Potential Phase 3 – Bundle Enhancements with Future Remodel
Focus: LED lighting upgrades, lobby/interior refresh, stage systems, green room improvements.
Why: Enhances member experience, aesthetics, and energy performance; most are discretionary and align well with a full remodel.
Investment: $1.09M–$1.32M.
Action: Incorporate these into future remodel scope for cost savings and design cohesion.

Owner Guidance:
Immediate: Approve Phase 1 scope and budget to address critical safety/code issues.
Near Term: Develop a phased schedule for Phase 2 items that align with operational downtime.
Long Term: Integrate Phase 3 upgrades into the strategic remodel plan for maximum value.

BABCOCK THEATRE BUILDING

DISCIPLINE SECTIONS:

ARCHITECTURE:

General Observations:

Due to the age of the building there are many areas that do not meet current building code. Since this is an existing historic building, we can look to the International Existing Building Code (IEBC) for direction on required upgrades. The IEBC categorizes alterations into three levels:

Level 1 Alterations: Involves simple repairs, such as replacing a window or repairing a small section of a wall. No significant space reconfiguration is involved.

Level 2 Alterations: Includes more extensive space reconfiguration, but the work area does not exceed 50 percent of the aggregate building area. Examples include rearranging walls within a floor plan.

Level 3 Alterations: Applies to the most extensive work, where the alteration work area is 50 percent or more of the aggregate area of the building. This level requires a more comprehensive assessment and may trigger upgrades to other systems in the building, even those outside the immediate work area, such as the sprinkler system or means of egress.

Depending on how alternations/upgrades will be made, we foresee the work being mainly at Level 1 or Level 2.

The following are areas noted to not meet current code or are in need of repair, but are not necessarily items needing to be addressed immediately. Some items may need further investigation or discussion with the local code official (AHJ).

High Priority or Code Deficiencies: = CODE
Moderate Priority or Deferred Maintenance: = DM

EXTERIOR

- CODE: Slope from sidewalk through entry into lobby without landings likely doesn't meet accessibility and maximum slope at doors requirements.
    - Accessible entrance can be designated through the shared building entrance and hallway. With confirmation with the AHJ, likely the entry slopes can remain as-is.
    - Assume no cost at present
- CODE: Exit doors to the alley do not have landing or stoops on either side of the door. These conditions could possibly be made better but may be difficult, especially from the inside theater area. This may be a condition to discuss with the AHJ

BABCOCK THEATRE BUILDING

- Concrete Landings - exterior: - $2,000 - $3,000

ENTRY / LOBBY

- CODE: The current entry double doors are 60 inches wide total. Egress doors are required to have a 32 inch minimum clearance per door leaf. Each single door is 30 inches so total clearance is about 28 inches. Wider doors could be installed to meet egress requirements.
    - Entry Doors and sidelites: - $20,000- $26,000
- CODE: Handrails at stairs do not meet current requirements for height, grasp ability, and guardrail opening.
    - This may possibly be grandfathered for historic places.
    - Railings Lobby to balcony: - $12,000 - $24,000
- CODE: The thresholds of the doorways to the two side rooms off the lobby (electrical and utility) are abrupt. Although these spaces may not be made fully accessible, the thresholds should be modified to minimize trip hazard and ease wheeling items in and out.
    - Side Rooms Thresholds: - $1,000- $2,000
- DM: At the time of the assessment, it was observed that some of the insulation had been removed from the walls out to the exterior ticket booth / canopy area. This was due to current work being done on the marquee. It should be verified that the insulation will be reinstalled properly to close off exterior exposure to the building.
    - Canopy & Ticket Booth Insulation Reinstalled: $800 - $1,200
- DM: The original Janitor Closet floor has water damage and should be replaced and finished with durable flooring. Walls have various holes or removed plaster. These should be patched or refinished.
    - Janitor Closet Floor: $1,000 - $2,000

BABCOCK THEATRE BUILDING

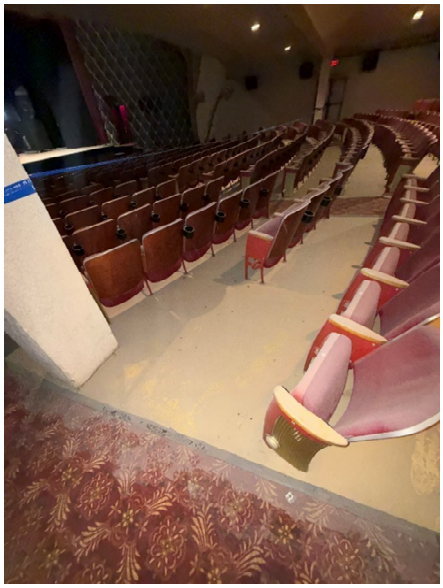


THEATRE

- CODE: Verify accessible seating requirements are accommodated in the theater. Several locations appear to be left open for wheelchairs, so it is likely this has been deemed acceptable. If seating replacement is implemented, additional measures can be made, such as seats with transfer arms and removable seats.
    - Part of overall Seating cost
- CODE: As stated above – The exit door to the alley as well as the side exit to the shared building hallway do not have proper landings. This could be discussed with the AHJ as pre-existing, historic conditions.
    - Assume no cost at present
- DM: There is some plaster damage at the exit door heads that could be patched and repainted.
    - Plaster at Exit Door Heads Patched & Repainted - $1,000 - $2,000
- CODE: The stairs up to the stage do not have handrails. These should be added to one side of each stair.
    - Add Stage Stair Railings: $1,000 - $1,500
- DM: The theater seating on the main floor is in fair condition. Some seats are in need of repair. However, due to the recent ceiling collapse, it is all very dirty and would require extensive cleaning. This, in combination with the balcony seating condition, new seating is recommended. This would allow for adjustments in the seating layout, provide updates accessibility, and ensure aisle seat lighting is correct and functioning.
    - New Seating in Theatre, all seats: $275,000 - $375,000
- DM: With the recent ceiling section collapse, the treatment of the ceiling needs to be addressed. Just the damaged section could be repaired, or the entire ceiling (as well as walls) could be upgraded. The existing acoustic treatment could be removed and replaced with modern, lighter acoustic systems. An acoustic testing assessment would help determine proper finishes.
    - Acoustic treatment – Walls / Ceiling: Covered in Langlas pricing from June 2025

BABCOCK THEATRE BUILDING

- DM: The ceiling collapse also damaged some of the plaster cove along the walls. We recommend having these restored to the original condition.
    - Plaster cove repair $50,000 - $75,000
- DM: There is water damage around an air diffuser/return at the back of the theater above the sound platform. The source of the damage should be investigated further and the plaster damage repaired and painted.
    - Plaster repair at diffuser - $1,000



BABCOCK THEATRE BUILDING

THEATRE (BALCONY)

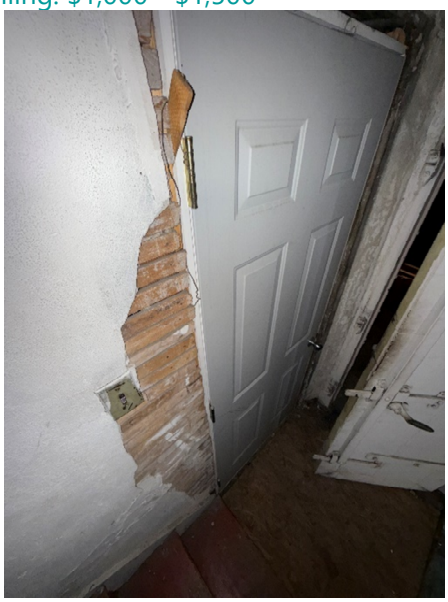
- CODE: The balcony is not fully accessible. In order to provide this, a major renovation would be required, likely incorporating an elevator.
    - Assume no cost at present, listed on cost menu as "unknown at this time."
- CODE: There are no handrails in the balcony rows. These should be added for safety/code.
    - Balcony Railings: $6,000 - $10,000
- DM: The floor deck / seat platform of the upper balcony has some damage throughout. This should be replaced or repaired.
    - Balcony decking: $8,000 - $20,000
- DM: As stated above, the balcony seating received more damage from the ceiling collapse. Installing new seating is recommended. This would allow for adjustments in the seating layout and ensure aisle seat lighting is correct and functioning.
    - Included in previous overall seat cost
- DM: There is some cracking in the plaster walls at the upper corners. This could be cleaned up with patching and painting.
    - Balcony Wall Plaster Patching $1,000 - $5,000
- DM: There are general minor wall chips throughout. These could be patched and repainted.
    - Part of overall plaster patch cost
- CODE: The door to the Projection Booth is difficult to operate. This door should be replaced with properly functioning hardware.
    - Booth Mezzanine entry door: $2,000 -$2,500

Projection Booth Mezzanine

- CODE: The threshold at the door is abrupt and uneven this should be leveled to reduce the trip hazard.
    - Booth Mezzanine Threshold: $500 - $1,000
- DM: The landing inside the door is bare sheathing. A durable wear surface should be installed.
    - Booth Mezzanine Landing: $500 - $1,000

BABCOCK THEATRE BUILDING

- DM: There are several areas of plaster walls that need patching and painting.
    - Booth Mezzanine Plaster patch: $1,000 - $1,500
- DM: The plaster ceiling at the roof appears to have had water damage and fallen away. The source for the damage should be investigated and patched. The plaster should be patched and all repainted.
    - Booth Mezzanine Ceiling: $1,000 - $1,500


Lower Projection/Storage

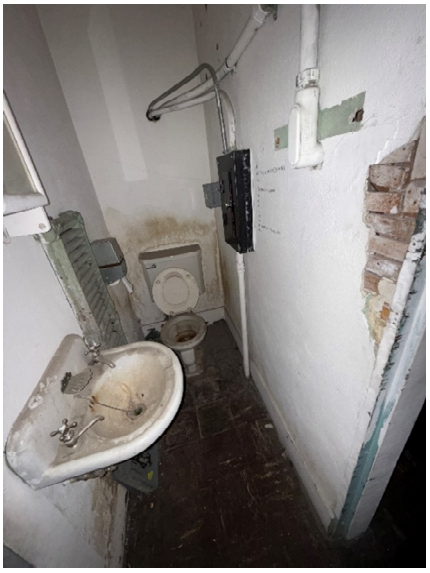
- DM: The floor has patches of missing floorboards. The floorboards are also cupped to give an uneven surface. These should be replaced with a durable wear finish.
    - Projection Storage Floor Repair: $1,500 - $2,000
- DM: There are several areas of plaster walls that need patching and painting.
    - Projection Storage Plaster Patch: $1,000 - $1,500
- CODE: The windows are single-pane steel framed, which are very inefficient. These should be filled in or replaced with more efficient windows
    - Projection Storage Windows: $1,500 - $2,000

BABCOCK THEATRE BUILDING

Upper Projection Booth

- DM: The restroom is very dated and appears to be dysfunctional. A full update is recommended if this is intended to be usable.
    - Projection Restroom Update: $2,500 – $3,500
- CODE: The floor appears to have asbestos tile. This could be abated or possibly left in place with new flooring installed over the top. Further investigation and recommendations should come from a hazardous materials investigation.
    - Projection Asbestos tile abatement and replacement: $1,500 - $3,000
- CODE: The door into the booth does not have proper operating hardware. This should be replaced.
    - Projection Booth Door: $1,500 - $2,000
- DM: There are several areas of plaster walls that need patching and painting.
    - Projection Booth Plaster Patch: $1,000 - $1,500
- CODE: The windows are single-pane steel framed, which are very inefficient. These should be filled in or replaced with more efficient windows
    - Projection Booth Windows: $1,500 - $2,000

BABCOCK THEATRE BUILDING



Restroom Mezzanine

DM: The mezzanine floor feels loose/bouncy in some areas. This should be investigated more and tightened up with new fastening.

- Restroom Mezzanine Floor Fastening: $800 - $1,200

Restrooms

- CODE: The doors and door openings into the restrooms are all undersized at 30 inches wide. Current code is 32 inches clear.
  - This may possibly be grandfathered for historic places.
  - Assume no cost at present
- CODE: There are no ADA accessible stalls. Since the mezzanine level is not fully accessible, fully accessible restrooms are not necessary. However, handrails could be installed in the largest stalls to provide some help. This would be similar to ambulatory stalls.
  - Toilet Stall Handrails: $500 - $1,000
- DM: The stalls are small. Potential modifications could be made to increase the size.
  - New restroom Stalls: $8,000-$10,000
- DM: Fixtures and Finishes appear to be in satisfactory condition. Updates may be warranted.
  - New restroom Finishes: $15,000 - $20,000

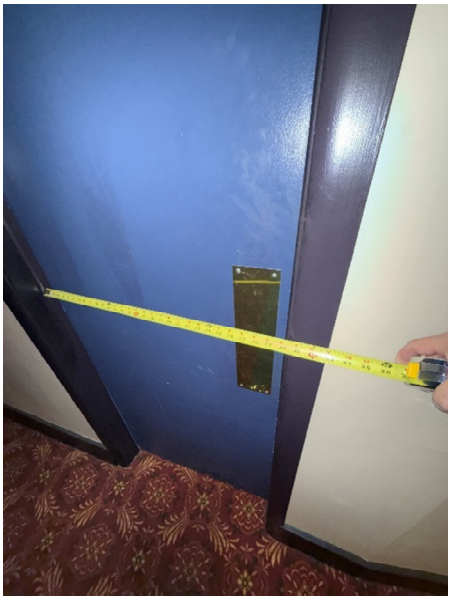
West Janitor Closet (Green)

- DM: The plaster walls and ceilings have several cracks and peels. These should be patched and repainted.
  - Janitor Closet Plaster Patch: $1,500 - $2,000
- DM: There is some missing tile. These should be replaced to help with durability and prevent water damage to walls.
  - Janitor Closet Tile Patch: $1,500 - $2,000

East Storage (Blue)

- DM: The ceiling plaster and lath has partially been removed. This should be reinstalled and repainted.
  - East Storage Plaster Patch: $1,500 - $3,000

BABCOCK THEATRE BUILDING





STAGE

- CODE: Proscenium wall may need to have a fire curtain if there is not a smoke control system for the stage. 1935 drawings show “Emergency Smoke Draft Doors” at the top of the fly loft and a label for a fire curtain. Current code may have an exception to the fire curtain if the stage has a smoke control system, but seating area does not. Further verification should be made to confirm if the smoke doors exist for either the stage or seating area, or if there are provisions for a fire curtain.
    - Proscenium Fire Curtain: $85,000 - $95,000

BABCOCK THEATRE BUILDING

- CODE: The occupancy load for the stage requires two exits out. These currently would be the door to the east shared hallway and the door to the west alley. Since the occupancy load is over 50, the doors need to have panic hardware and swing out. The alley doors do not have either of these. Egress doors should also have proper landings on both sides with minimal slope. The alley doors do not have this either. These modifications should be made to meet code. Or an additional egress door should be installed.
    - Modify Stage Alley Door: $4,000-$5,000
- DM: The stage flooring is uneven in some areas. This could be repaired or replaced.
    - Stage Flooring Repair/Replace: $10,000 - $60,000
- CODE: The stage west door through the proscenium wall is short. A taller door should be installed to meet code.
    - Replace Stage door: $2,500 - $3,500
- CODE: The stairs down to the basement from the stage do not have handrails. These should be installed to meet code.
    - Stage basement stair railings: $1,500 - $2,000



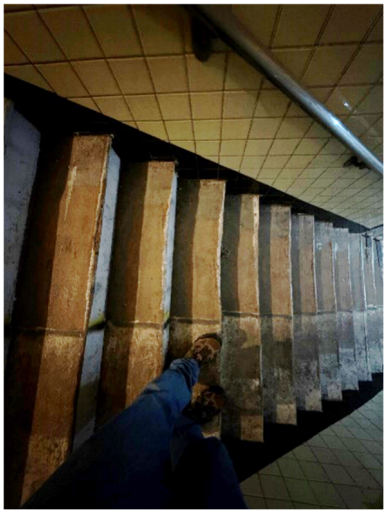
BASEMENT

- The basement is not fully accessible, but its current function is for HVAC and storage
    - Assume no cost at present
- CODE: The north stair (from the lobby) treads are worn and uneven. The treads should be replaced for safety.
    - Basement North Stair Treads: $1,500 - $2,000
- DM: There are various areas of damaged/worn wall finishes, floors, and ceilings. Repairs and upgrades will be dependent on desired function and level of finish. Total: $5,500 - $9,000
    - Plaster/tile damage at marquee sign storage
        - Wall repairs: $10/SF
    - Damaged concrete floor at the electrical meters

BABCOCK THEATRE BUILDING

- This should be repaired for safety and longevity.
- Concrete Floor Patch: $1,500 - $2,000

- Some concrete spalling at the fire sprinkler piping
  - Concrete Floor Patch: $1,500 - $2,000
- Plaster wall crumbling near HVAC equipment
  - Basement Plaster Wall Patch/Replace: $2,500 -$4,000

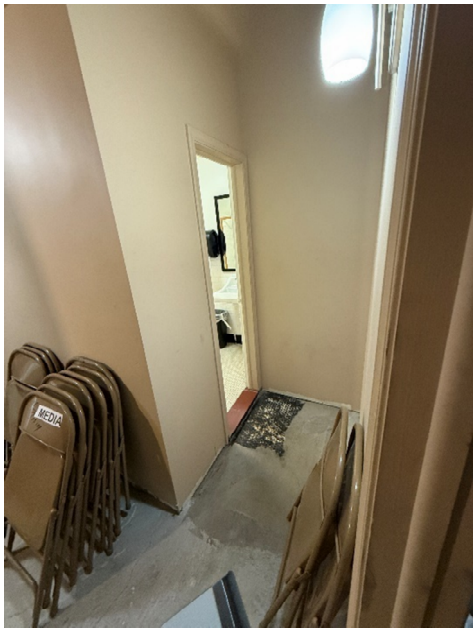


GREEN ROOM

- CODE: The basement is not fully accessible
  - An accessible lift could possibly be installed to provide full accessibility depending on building space availability.
  - Wheelchair lift or Stair climber: $15,000 - $25,000
- DM: The terrazzo floor is heaved in the west room. This should be ground down and filled to reduce the trip hazard.
  - Terrazzo grinding: $500 - $1,000

BABCOCK THEATRE BUILDING

- CODE: Threshold at north bathroom could be modified to reduce trip hazard. Possibly the hallway floor could be sloped to the door and a sloped threshold installed.
    - $1,000 - $1,500
- DM: General finishes could be updated – stained floors, paint, chipped walls
    - Covered in finishes Costs



INTERIORS

General Observations + Vision:

The state of the interior finishes, materials and furniture elements currently within the Babcock Theater allow a foundation to restore and reimagine the interior as a period-inspired performance environment that captures the grandeur of the Skouras Brothers' cinematic style while meeting present-day technical, accessibility, and comfort expectations. The Skouras Brothers theater style (1930s–1940s) represents a transitional period between Art Deco and early Moderne design. Characterized by soft ornamentation, gilded embellishments, and atmospheric lighting, this aesthetic provides an appropriate reference for the Babcock Theater's revitalization. The design intent is to:

- Reinstate luxurious, warm color palettes (deep reds, golds, and ivory tones)
- Restore or reinterpret plaster ornamentation and decorative detailing
- Integrate period-appropriate lighting including neon and concealed cove systems
- Use historic-quality materials (velvet, terrazzo, brass, and wood) to reinforce authenticity
- Deliver an environment that balances historic preservation and modern comfort

High Priority or Code Deficiencies: None

Moderate Priority or Deferred Maintenance: None

BABCOCK THEATRE BUILDING

Opportunities or Future Upgrades:

ENTRY & LOBBY:

- Full repaint in historically appropriate palette.
  - Estimated Cost: $7,905 - $13,175.00
- Restore/polish terrazzo flooring; confirm level transitions (ADA).
  - Estimated Cost: $2,700 - $4,500
- Add walk-off entry flooring system.
  - Estimated Cost: $12,500 - $17,000
- Add Carpeted flooring with associated transitions and base.
  - Estimated Cost: $1,650 - $2,200
- **FF&E** Introduce appropriate foyer seating and queuing layout and functional storage for Point-of-sale and ticketing.
  - Estimated Cost: $5,500 - $7,000

THEATRE:

- Repaint walls & trim in Skouras palette.
  - Estimated Cost: $28,350 - $47,250
- Install new flooring with appropriate transitions between materials with ADA compliant flooring transitions/ feathering sub floor may be applicable in select locations.
  - Estimated Cost: $22,600 - $30,000

STAGE

- Repaint walls, dryfall ceiling & trim.
  - Estimated Cost: $28260 - $47,100
- Install new stage flooring with appropriate transitions between materials.
  - Estimated Cost: $25,000 - $35,000
- New Curtains: Pleated stage curtains, backdrop/ wing curtains, and backdrop curtains.
  - Estimated Cost: $160,000 - $180,000

BALCONY:

- Repaint walls/trims in continuity with main theater.
  - Estimated Cost: $12,060 - $20,100
- Replace/overlay balcony flooring with durable decorative surfaces, transitions, and finishes.
  - Estimated Cost: $20,000 - $29,500

GREEN ROOM:

- Provide surfaces treatments, accents, décor to create an intimate, comfortable, and atmospheric backstage space that offers hospitality and refinement consistent with a traveling performer's green room.
  - Estimated Cost: $82,500 – 112,000
- **FF&E** Provide historically influenced furniture, lighting, mirrors, and storage.
  - Estimated Cost: $20,000 - $28,000

BABCOCK THEATRE BUILDING

RESTROOMS – Mezzanine Level:

- Full remodel for fixtures, partitions, and finishes. Utilize historic-inspired materials: subway tile, brass hardware, mosaic flooring
    - Estimated Cost: See Architectural Narrative

BASEMENT:

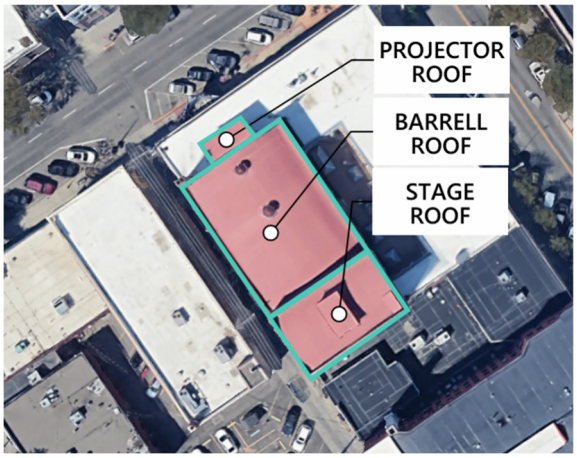
- Add archival shelving and organized storage.
    - Estimated Cost: $4,800 - $7,800
- Update lighting in targeted areas.
    - Estimated Cost: See Electrical Narrative

ROOFING

General Observations:

The main theatre roof areas over the theatre portion of the building, stage and projector room were installed using a mechanically fastened, Hypalon, single ply membrane. The roof areas are insulated between the Hypalon membrane and the roof deck using flat stock insulation. The membrane roof in all three of these areas was found in poor condition with visible open membrane laps and tears at the membrane seams. Several other membrane detail areas at drains and roof edges appear to have been poorly installed to begin with and most likely currently allow water infiltration into the building. The single ply roofing assemblies above the theatre portions of the building are all in need of replacement.

Adjacent roofing areas which cover the remaining portions of the building, areas not above the theatre, were found in better condition. These roof areas are covered by a newer thermoplastic polyolefin (TPO) single ply membrane. The TPO roof is visibly newer than the theatre Hypalon sections and was found in good condition.



High Priority or (Code Deficiencies: None)

- Roofing Membrane Replacement (Red Single Ply): Total = $313,750 (mid range)*
    - Stage Roof: 2,200 SF @ $45/sf = $99000
    - Barrell: 5,150 SF @ $40/sf = $206,000
    - Projector Roof: 350 SF @ $25/sf = $8,750

  (*Low range total = $275,000, High range total = $350,000)

BABCOCK THEATRE BUILDING

Moderate Priority or Deferred Maintenance:
None

Opportunities or Future Upgrades:
None

ENVELOPE

General Observations:
Exterior masonry and concrete walls on the upper east, west alley and upper south exposures of the building were previously coated with a concrete skim coat. In several areas throughout these exposures, this skim coat has cracked, become deteriorated and in many places fallen off the building. The falling skim coat is causing damage to the roofing areas below the wall exposures. Further falling material could cause the roof systems below to begin to leak, causing more damage. The falling debris could also pose a safety hazard to those walking through the alley on the West side of the building. Wall materials behind this skim coat appear to be in fair condition given the building's age. The exterior wall coatings of the East, West and South exposures should be removed with finishes or paint installed throughout.

The exterior masonry on the North facing exposure of the building appears in much better condition. The brick remains in fair condition with only minor repairs potentially needed throughout.

The theatre portion of the building only has very few wall openings. A couple of these openings contain glass block masonry while many wall openings were previously infilled. Exit doors appear aged. While still functioning these doors are likely due for replacement.

Adjacent the theatre spaces, older, single pane windows remain in place. These windows are inefficient by today's standards and also most likely leak. These windows don't affect theatre operations and belong to the building areas separate from the theatre.

High Priority or Code Deficiencies:
None

Moderate Priority or Deferred Maintenance:
Wall Removal of Skim Coat/paint
10,400 SF @ $10/sf = $104,000

Opportunities or Future Upgrades:
None

BABCOCK THEATRE BUILDING

CIVIL

General Observations:

Existing Site is located at 2812 2nd Ave N, Billings, MT 59101. The property is further described as Historic Babcock Building (11), S03, T01S, R26E Unit 1A, 41% Common Area Interest, Located @ Lots 7-12 and fraction of lot 6, Block 93, Billings Original Townsite. The existing zoning is Central Business District (CBD). Of note in the CBD is that no off-street parking or loading spaces are required.

In general, the current site is fully developed and served by municipal utilities (water, sewer, stormwater) owned and operated by the City of Billings. While exact capacities of the municipality's utilities are not known, existing public records indicate that the property is served by an existing 12" water main, a 10" sewer main and a 10" stormwater main which are all generally adequate to serve the needs of existing building and surrounding uses.

Access to the site is provided on 2nd Ave South via on-street parking and right of way sidewalks. The existing sidewalks directly adjacent to the Babcock Theatre are in excellent condition, though abut older existing sidewalks that are showing age (minor cracking and spalling). In general, though the existing sidewalks and parking provide adequate access to the Theatre. Accessible parking is additionally located at the SW quadrant of the 2nd Ave North and North Broadway intersection.

High Priority or Code Deficiencies:

Exits from the building to the alley do not have a stoop for egress, though limited space is available.

- Price included in Architectural section

Moderate Priority or Deferred Maintenance:

None

Opportunities or Future Upgrades:

None

STRUCTURAL

General Observations:

STAGE

The stage floor consists of concrete joists at approximately 1'-4" centers, with a monolithic concrete slab above. Concrete Girders are located at approximately 20'-0", span approximately 11'-6" and support the stage joists. Girders are supported by one-foot square concrete columns. The concrete joists are infilled with hollow clay tile.

A new ramp from the stage to the back alley was added by the theatre prior to the assessment. The new ramp consists of wood and plywood and is supported by the stage floor.

Allowable Man Lift Parameters at the Main Stage:

At the request of the Theatre, the existing stage framing was analyzed to determine allowable man lift parameters. Based on the concrete joist and deck framing, the current and anticipated loading conditions of

the stage, and the existing demand on the stage floor joists from the fire riser piping, there is a hard limit to what the floor joists and girders can take.

The reinforcement in the concrete girders was not observed while on site, nor was it scanned to determine the actual amount of steel reinforcement present. However, based on the steel observed in the joists and area of steel in the girders was assumed to run the man lift checks. A single man lift with a maximum self-weight equal to or less than 1000lb is permitted on the stage floor. A single unit at any one time is permitted; multiple units concurrently on the stage floor is not permitted. Associated with the use of the man lift is the general condition that the rest of the stage is not being heavily loaded. In our analysis we assumed a 40 pounds per square foot (psf) live load on the surrounding stage floor, which is consistent with a typical maintenance loading threshold.

Flyloft Framing Analysis:

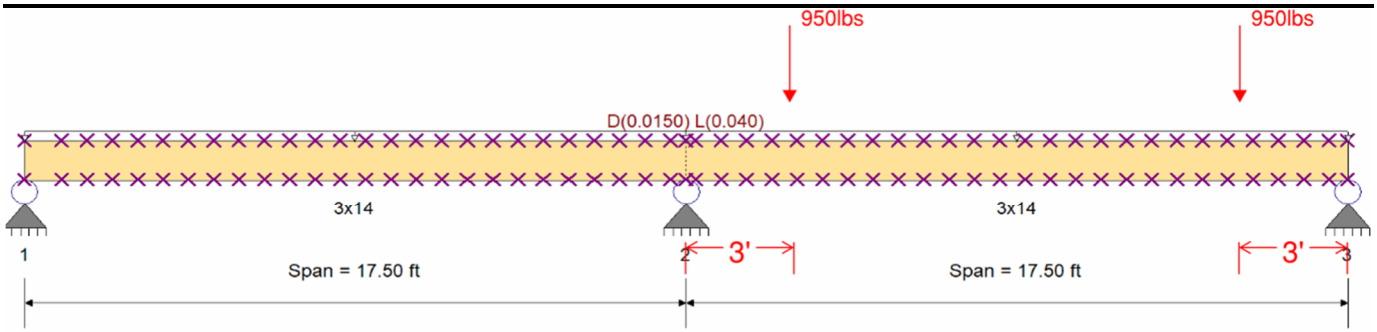
The existing flyloft framing consists of wood beams, 2-1/2"X14-3/4", spaced at 12" on center. The typical beams generally frame in the north to south direction. In the east to west direction there is a girder located in the approximate middle between the front and back stage walls. The girder consists of a wood beam with actual dimensions of 5-1/2"X15". Built-up wood trusses spaced at approximately 12'-0" on center, oriented in the north to south direction, make up the roof framing and support the girders with hanging 1"-1 ½" diameter steel rods. Around the perimeter of the flyloft the typical infill beams are supported by a steel angle ledger with post installed concrete anchors. The girders are supported by the concrete wall directly through a chipped out bearing seat in the wall.

All of the flyloft framing was constructed in the 1930's, after the original roof the original theatre burnt down. At the time of the site assessment the condition of the wood appeared very good for the age of the material. There were no major signs of distress, checking, cracking, or another other visual deformation that would allude to deterioration of the framing.

Based on framing member sizes, spacing, and connections, the following capacity guidelines were determined for the existing flyloft.

Allowable Uniform Load: 40 pounds per square foot (psf)
Allowable Point Load(s): 950 pound individual load
Minimum spacing between loading locations of 12'-0"; two loads permitted per joist.
Point loads must be located within 3'-0" of Front Stage Wall, and within 3'-0" of middle girder support, maximum two point loads per flyloft joist (see below).

BABCOCK THEATRE BUILDING



Allowable Beam Loading

It is recommended that Cushing Terrell be given the opportunity to check any future rigging layouts to verify existing structure capacities. Rigging layouts can be complex, and likely will not fit perfectly into the guidelines set forth in this report. The intent of the provided capacities is to give a general magnitude idea of what the existing flyloft can support, but actual rigging loads and layouts should be verified before applied to the existing framing.

Proscenium Wall Speaker Supports:

Cushing Terrell was notified that the Babcock Theatre intends to hang two RCF HDL 20-A speakers.
**See attached, Exhibit A: *Babcock Theatre Speaker Support Structural Report and Details*

There were three support options that were compared and presented to the Theatre, in which one was chosen for both cost implications and ease of install. We looked at supporting the speakers off the concrete front stage wall, supporting the speakers from the roof with steel members on the exterior side of the roof membrane, and we looked at supporting the speakers with wood framing that spans from the concrete front stage wall to the first roof truss to the north. In the end, the third option was chosen. In the provided details, two variations have been included. The first indicates a glued-laminated beam support, and the second indicates a built-up 2x12 support. Either can be utilized by the Theatre.

Attached to this assessment report are the calculations and connection details for the speaker's support. The intent of the details is to allow a field tolerance as far as exact positioning of support framing. There will be some conflicts from existing framing and proscenium bracing that will need to be worked around without damage, but the intent is that the support beams can be located wherever the speakers are desired between the front concrete stage wall and the first roof truss to the north.

This analysis has not incorporated any mechanical rigging or motorized units for raising and lowering the speaker equipment. Please notify Cushing Terrell if that becomes a desire, and the details and analysis can be verified and modified to incorporate changes.

THEATRE

The balcony consists of a combined framing system of wood 2x joists and larger steel rivetted girders. The 2x framing in the balcony is in good condition. The steel girders cantilever out to pick up the upper balcony. Wood joists are sloped to match the upper balcony. Future railings in the upper balcony space would need to

be supported by the main 2x joists as attachment directly to the decking would not be sufficient for code prescribed loads. Joists are spaced at approximately 15" to 18", so additional detailing may be required in order to align proper support with desired railing location.

The roof framing consists of built-up barrel trusses. The roof deck consists of straight board planking. There was no observed damaged to the roof trusses, nor to the 2x ceiling framing aligned with the truss bottom chords at the time of the assessment. The trusses clear span the theatre from exterior wall to exterior wall. They are oriented East to West through the main theatre; trusses over the flyloft area are oriented in the North-South direction.

Six to seven months prior to the assessment there was a partial ceiling collapse that occurred in the theatre. A section of the plaster ceiling fell from the 2x ceiling support joists in the upper roof. During the site assessment the ceiling failure was still evident, but there is no concern for structural member integrity at this time. The integrity of the ceiling plaster attached to structure is unknown, however.

LOBBY

The janitor's room floor on the first floor is rotted due to previous water exposure. The straight board subfloor and the plywood cover board are both damaged and should be replaced. In the same area the floor is severely sloped. Potentially due to the water damage and deterioration of the straight board but could have been caused by other factors as well. The decking should be stripped out and replaced with plywood. A self-leveling compound should then be used to flush out floor elevations with the adjacent hallway.

Future Storage Discussion:

Based on the desire for additional storage, the existing building was assessed for space to allocate towards potential future storage. The best location for additional storage from an existing building structural perspective is the basement. The basement consists of a concrete slab on grade, which would be adequate for the light storage expected of the allocated space. There is slight damage to the existing slab surface throughout the basement, so some remediations may be needed based on the desired look of the space and the requirements of the storage shelving units. But otherwise, the basement space would fill the need for additional storage space with minimal structural work and associated cost.

Based on the analysis performed on the stage framing, it is not recommended to allocate and/or repurpose stage floor space to future storage. The stage flooring is at maximum capacity under its current loading designation (100psf) and does not have the capacity for the required light storage design loading criteria (125psf). The stage has always been a stage, so the framing members are grandfathered in from a loading perspective as there is no change of use or occupancy for the space. If the use changed to storage, it would trigger a structural analysis, which would require structural upgrades to the concrete joists and girders supporting the stage.

The rest of the building, including the first floor and the middle corridor floor adjacent to the bathrooms, is framed with 2x wood joists. Based on the 125psf demand associated with light storage, it is not recommended to allocate those spaces for future storage. Significant structural upgrades would be associated with the occupancy change.

BABCOCK THEATRE BUILDING

BASEMENT

Typical first floor framing of the theatre consists of wood 2x joists and built-up wood post and beam supports. Most of the wood framing observed was in good condition, but in a few locations excessive notches have been made in the beams. These notches are generally out of conformance with permitted thresholds and are detrimental to the capacity of the affected members.

The wood girders are supported by various sizes of wood columns. Some columns are reinforced with additional wood members, some are not. All observed locations are missing positive connections between bottom of column and concrete base, as well as some locations missing positive connections between top of column and girder.

The boiler room framing in the basement has had structural upgrades completed. Within the last five years prior to this report the Theatre contracted with a local contractor to reinforce the first-floor framing with new 2x wood joists, a structural steel wide flange girder, and steel pipe columns.

*The costing summaries provided below are intended to represent construction costs. For the individual items that require design assistance, the design fees associated with that work would be in addition to the numbers provided.

Immediate Action Required:

There are two concrete joists under the stage in which the joists are cut mid span. These joists should be fixed prior to any full use of the stage beyond maintenance activities, such as those currently being conducted on the stage. They are existing conditions that have been load tested under typical stage activities since the holes were cut, but there is no analysis justification to support the integrity of the floor in the affected areas with the current joist conditions. It is recommended that Cushing Terrell be contracted to analyze and detail a field fix for these locations.

- Concrete Joist Fixes Under the Stage: $2,500

High Priority or Code Deficiencies:

Balcony Railings should be added long the stairs of the upper balcony.

- Balcony Railings: $18,000 total construction cost
    - Assuming approximately 60 feet of new railing (single row of railing along each ~30ft of stairs), the total estimated cost of adding railing would be:
        - $2,000 steel cost
        - $16,000 labor cost

Positive attachments from column bases to concrete supports need to be provided. Verification of all positive attachments from top of columns to supported girders should be included.

- Positive Connections at Wood Columns: $2,000

Moderate Priority or Deferred Maintenance:

Remove the water damaged / rotted decking in the janitor's closet on first floor and replace with new decking. Provide level finished floor with an approved self-leveling compound.

BABCOCK THEATRE BUILDING

- Janitor/Closet Floor Replacement: $1,000 total construction cost
  (Based on approximately 56sf)
  $300 demolition cost
  $300 new sheathing cost
  $400 for self-leveling compound

All beam notches should be verified to prevent future deterioration and potential failure. The notches observed during the assessment did not give immediate concern and did not show signs of overstressing, however it should be made a priority to go through and verify adequacy of affected members with actual notch geometries throughout the building (basement in particular).

- Beam Notch Field Remediations: Total $3,500
  $1,000 + $500 for each beam requiring notch remediation.
  Assumed 5 total locations throughout entire basement / first floor framing would result in an estimated $3,500 cost.

Basement concrete slab should be repaired if the space is going to be repurposed or utilized in the future. If the intention is to designate storage space in the basement, a clean surface should be provided for stacking as well as for manufactured storage shelving units.

- Basement Slab Repair:
  $30 / sf for slab demo and replacement.
  Anticipated square footage based on amount of storage desired. For estimating purposes, the assumed square footage of 100 sf would result in an estimated $3,000 cost.

Opportunities or Future Upgrades:

- Speaker Support Framing: $1,800 for 2x12 option, and $2,600 for Glued Laminated Beam option

FIRE PROTECTION

General Observations:

- The Babcock Theatre is fully protected by a wet-pipe fire sprinkler system that was installed in 2009. A 6" fire water supply main pipe was brought into the building's basement storage room off 2nd Avenue N. with the Fire Department Connection accessible in the alley. There are two fire sprinkler zone risers in the basement storage room. The 6" fire sprinkler zone riser supplies water throughout the theatre including the Entry Vestibule, Upper and Lower Lobby, the Green Room, the Theatre seating areas, Stage, Flyloft and Attic space, and the 4" fire riser supplies the basement storage room, and the adjacent tenant spaces. The 2009 fire sprinkler system as-built drawings showing the fire sprinkler layout have been located.
- The front entry vestibule and lower lobby are protected by sidewall sprinklers and pendent sprinklers installed in 2009.
- Upper lobby is protected by sidewall sprinklers.
- The Stage is fully sprinkled with hose connections on each side of the stage.
- The Projection Room is fully sprinkled using sidewall sprinkler on exposed piping.

BABCOCK THEATRE BUILDING

High Priority or Code Deficiencies:

GREEN ROOM / BASEMENT

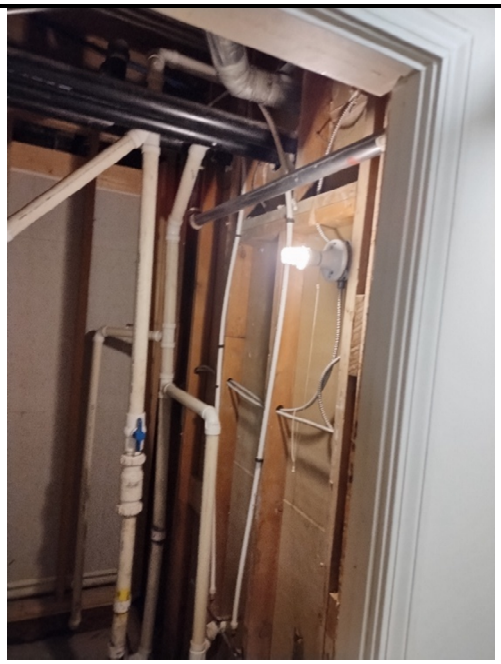
- The Green Room is fully sprinklered, except for, basement hallway area near kitchen and restrooms. Additional sprinklers will need to be provided in this area for proper coverage in accordance with NFPA 13. (Photo #1)
- Ceiling tiles are missing in the Kitchen area and need to be reinstalled. The effectiveness of the pendent sprinklers is compromised by the missing ceiling tiles delaying the sprinkler activation by allowing heat to escape. (Photo #2)
- Pendent sprinklers in kitchen area are missing the escutcheon. (Photo #2)

(Photo #1)

(Photo #2)

- The Plumbing equipment closet off basement hallway near kitchen and restrooms does not have sprinkler protection. If room remains without a ceiling, upright sprinklers will need to be added to this room in accordance with NFPA 13. If a ceiling is installed, a pendent sprinkler will need to be added in accordance with NFPA 13. (Photo #3)
    - $4,200 addition sprinklers, piping & fittings.

BABCOCK THEATRE BUILDING



(Photo #3)

THEATRE

- Due to the partial ceiling collapse, four of the pendent sprinklers in the upper ceiling have deflectors that are missing or damaged. The pendent sprinklers will need to be replaced due to the ceiling failure. (Photo #4) Several pendent sprinkler escutcheons are also missing at various locations throughout theatre seating area.
    - $700 Total of 4 Pendent sprinklers and escutcheons.

(Photo #4)

BABCOCK THEATRE BUILDING

LOBBY

- The closet located adjacent to the upper lobby is missing the ceiling. The ceiling in the closet needs to be replaced as the effectiveness of the pendent sprinkler is compromised by the missing ceiling, delaying the sprinkler activation by allowing heat to escape. A new escutcheon for the pendent sprinkler will also need to be installed. (Photo #5)

(Photo #5)

EXTERIOR

- At the exterior entry to the main floor lobby, sprinklers are not installed in the combustible concealed space above exterior entry. The concealed space either needs to be protected by a dry-pipe fire sprinkler system, or the concealed space shall be filled entirely with insulation in accordance with NFPA 13. (Photo #6)
- The dry sidewall sprinklers are missing under the exterior entry canopy. The dry sidewall sprinkler will need to be installed for proper coverage in accordance with NFPA 13. (Photo #6)
    - $1,800 dry sidewall sprinklers, piping & escutcheons
- All wet-pipe sprinkler piping, feeding the dry sidewall sprinklers under exterior entry canopy need to be protected from freezing conditions. The wet-pipe sprinkler system shall be maintained above 40 degrees F. Heat and Insulation will need to be provided to maintain the temperature requirement to prevent sprinkler piping from freezing. (Photo #7)

BABCOCK THEATRE BUILDING


(Photo #6)


(Photo #7)

Moderate Priority or Deferred Maintenance:
None

Opportunities or Future Upgrades:
None

MECHANICAL and PLUMBING

General Observations:

- Ductwork and piping appears to be in good condition. A duct smoke detector is installed on the return air connection at the air handler. The outside air ductwork is insulated and economizer cooling appears to be installed. Relief air is indicated to be controlled with a roof-mounted exhaust fan. Motorized dampers on the outside air and return air duct modulate to maintain occupied minimum ventilation and perform economizer cooling controls sequences.
- Main air handler and supply fan appear to be in good working condition. A VFD serves the supply fan.
- Water-source heat pumps appear to be in good condition. These heat pumps are approximately 16 years old, and the ASHRAE estimated life of a water-to-air heat pump is approximately 19 years. These heat pumps serve the theater air handler.
- An Evapco fluid cooler is mounted on the side of the building in the alley and is not easily accessible. It is approximately 16 years old, and the ASHRAE estimated life of fluid coolers is approximately 20 years. This cooler serves the closed-loop heat pump loop. This heat pump loop serves much of the building's heating and cooling needs including adjacent businesses and apartments.
- Two Taco in-line pumps serve the heat pump water system. These pumps are approximately 16 years old, and the ASHRAE estimated life for in-line pumps is 10 years. These pumps should be monitored for replacement.
- One Taco base-mounted pump serves the fluid cooler spray water. It is approximately 16 years old, and the ASHRAE estimated life for base-mounted pumps is 20 years.

BABCOCK THEATRE BUILDING

- The heating water system serves the heat pump loop and provides heat to adjacent businesses and apartments as well as the theater water-source heat pumps.
- Two natural-gas fired boilers serve the indirect domestic water heater as well as heat injection into the heat pump loop system. One boiler is a fire-tube boiler and approximately 16 years old. The other boiler is a water-tube boiler and is older. The ASHRAE estimated life of water-tube and fire-tube boilers serving heating water applications is approximately 25 years.
- Both boiler circulation pumps appear to be approximately 16 years old, and the ASHRAE estimated life expectancy of in-line pumps is approximately 10 years. These circulating pumps should be monitored for replacement.
- Two base-mounted Taco pumps serve the heating water loop. These pumps are approximately 16 years old, and the ARHAE estimated life for base-mounted pumps is 20 years.
- An 18-gallon glycol feeder provides makeup water for the heat pump system loop. It appears to be in serviceable condition.
- A 113-gallon indirect water heater uses the heating water to produce domestic hot water for the building. This water heater is approximately 16 years old, and the estimated useful life of an indirect water heater is 15-20 years.
- A Westinghouse supplemental air handler serves the heating requirements of the lobby and vestibule area utilizing the heating water loop. This unit appears to be very old and should be monitored for replacement.
- Supplemental radiant heaters provide heat to the lobby area from the separate heating water loop. These units should be verified that they can provide adequate heat to the space utilizing the heat pump loop temperatures as they appear to be steam units.
- The ticket booth utilizes what appears to be an original steam radiant heater that is connected to the heating water loop. This unit should be verified that it can produce adequate heat for the space using the heating water loop temperatures.
- The green room area exhaust requirements are served from an in-line exhaust fan and inlets in each of the shower and restroom spaces.
- The green room spaces utilize some spot cooling units and some electrical radiant heat units, but much of the area does not have HVAC. Ventilation air is not provided for much of the green room occupied space.
- The mezzanine restrooms appear to have exhaust grilles, but it has been indicated that the exhaust needs some attention in these spaces. A janitor's closet in the mezzanine area does not appear to have exhaust.

High Priority or Code Deficiencies:

- Address combustibles in return air plenum: ROM $20,000 excluding any deficiencies uncovered during return air path investigation.
    - The return air plenum path to the main air handler in the basement contains combustible materials. Additionally, the basement space is used as a return air plenum and also contains combustible materials. The water-source heat pumps in the basement space use this return air plenum as well during calls for heating or cooling in the theater space.
    - Code does not allow combustible materials in return plenums including plastics and wood.
    - Fully ducting the return air path to the back of the water-source heat pumps and the return air opening does not appear to be feasible with existing piping and other restrictions. For this

reason, it is recommended that the water-source heat pumps and return air path in the basement be separated by a wall from the rainwater catchment basins and the majority of PVC piping in the basement air handling room. The remainder of the PVC piping within this new room will need to be insulated for plenum installation.

- The return air path from the theater will need to be ducted or lined with gyp. As part of this effort, the quantity and pathway of the return air path should be verified to ensure adequate return air back to the air handler. Previous drawings indicate approximately three return air paths, at least one of which does not exist currently.

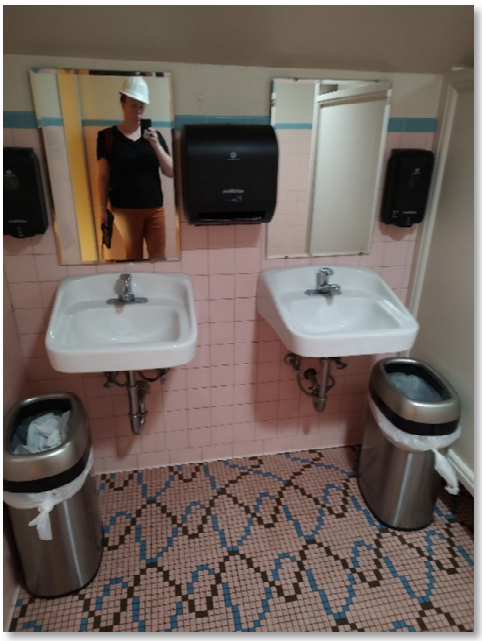
- Insulate heating water piping and domestic hot water in boiler room and elsewhere as is feasible: ROM $12/linear foot of piping insulation. Boiler room approximately 200 ft of pipe = $2400 for insulating exposed piping in boiler room. As additional pipe is uncovered or can be accessed, it should be insulated.
  - The heating water piping in the boiler room is not insulated. It is assumed that much of the existing heating water piping throughout the building is uninsulated. For energy efficiency, all piping conveying liquids above 105 deg F should be insulated which includes the heating water piping.
  - Similarly, all domestic hot water piping should be insulated.

BABCOCK THEATRE BUILDING

- A portion of the intake combustion air pipe on the boilers is open to the boiler room. ROM $5000 if booster fan is needed.
    - Verify that adequate transfer air is provided for boilers to utilize the volume of the space for combustion air. If not, verify adequate sizing and routing of the intake combustion air from the outdoors and design a booster fan if needed.

- Ventilation air is not provided for much of the green room occupied space. ROM $30,000 excluding architectural ceiling replacement or soffits for new ductwork routing
    - It is recommended that an energy recover ventilator (ERV) be installed to bring in outside air as well as exhaust air from the bathroom spaces. This type of system will transfer heat between the incoming outside air and exhaust air to temper the incoming ventilation air in all seasons.
- Mezzanine restroom and janitor room exhaust: ROM $5000
    - It has been indicated that the mezzanine restrooms and janitor room need a new exhaust system. Each space could be retrofitted with stand-alone ceiling exhaust fans to serve each space. Each fan would terminate on the roof with a gooseneck.
- The mezzanine p-traps and hot water connections on the public lavatories should be insulated with True-bro insulation kits or equal if these are considered accessible restrooms. ROM $200 each, 4 lavatories, total $800

BABCOCK THEATRE BUILDING



- It was mentioned that the plumbing system utilizes a stormwater catchment tank for toilet flushing in the building. This application should be verified and proper signage should be installed at locations of fixtures that utilize reclaimed water.

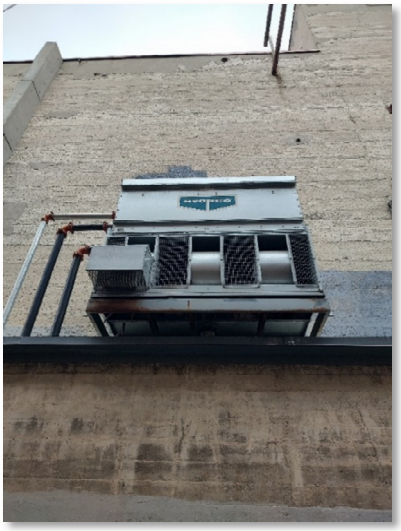
Moderate Priority or Deferred Maintenance:

- Replace condensate neutralization kits on boilers
    - Condensate neutralization kits change the PH of the boiler condensate to avoid acidic condensate terminating at the floor drains and eroding the drain fixture or drain piping.
    - The existing condensate neutralization kits appear to be well-used and should be replaced or cleaned and reinstalled with new media.

- General fluid cooler maintenance and inspection: ROM $1000, not including remedying any invasive deficiencies if found

BABCOCK THEATRE BUILDING

- Fluid coolers are notorious for buildup even in a closed-loop system using stormwater. This equipment is outside, exposed to the elements, and in this case is difficult to access.
- We recommend that the fluid cooler be inspected and general maintenance performed from an approved Evapco service technician to ensure optimal performance.



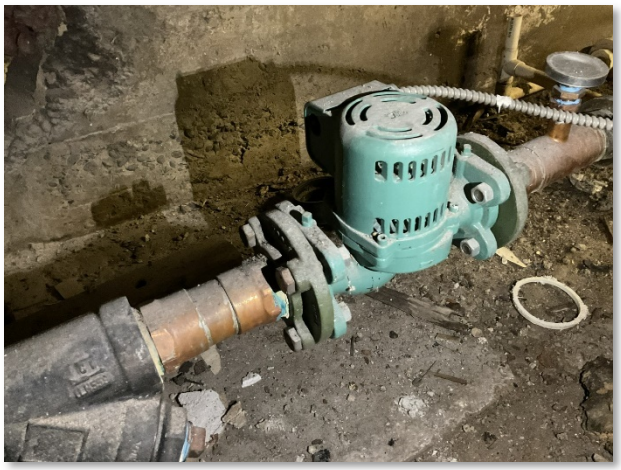
- Continue scheduled maintenance of filter changes, strainer cleanouts, rainwater dust trap cleanouts, glycol feeder fills, sump pump maintenance, equipment maintenance, sensor calibration, etc.
  - ROM $50,000/year

Opportunities or Future Upgrades:

- Monitor heat pump loop system pumps PU-HP-1&2 for replacement: ROM $15,000
  - The two heat pump loop system pumps are past their estimated useful life and should be monitored for future replacement.

BABCOCK THEATRE BUILDING

- Monitor boiler circulation pumps for future replacement
    - ROM $3000 each, $6000 for both



- Monitor the Westinghouse supplemental air handler serving the lobby and vestibule area for future replacement.
    - ROM $30,000

- Verify that supplemental radiant heaters providing heat to the lobby area provide adequate heat to the space utilizing the heating water temperature.
    - ROM $1000 for verification

BABCOCK THEATRE BUILDING

- Verify that the ticket booth has adequate heat utilizing what appears to be an original steam heater connected to the heating water loop.
    - ROM $1000 for verification
- Verify OA cfm setpoint on main AHU or operation of return air quality sensor
    - There is an air quality sensor on the return ductwork, but no sequence noted in the existing drawings for this sensor. This sensor could be utilized to modulate the outside air damper to increase ventilation based on CO2 in the return air. This way, the quantity of untreated outside air brought into the system that needs to be conditioned would be minimized while still maintaining fresh air for theater occupants.
- Replace mezzanine restroom fixtures for upgrade. Current mezzanine fixture count is 4 toilets, 3 urinals, and 4 lavatories for a total ROM of $11,000
    - ROM $600 for each tank style toilet
    - ROM $1500 each including flush valve
    - ROM $1000 for each wall-hung lavatory

BABCOCK THEATRE BUILDING

- Retro-commissioning to ensure that controls sequences are operating for optimal performance including economizer cooling at the main air handler, fluid cooler, boiler heat injection, heating water, etc.
    - ROM $15,000, not including remedying any deficiencies if found
- Label piping for ease of maintenance: ROM $1000
    - Add piping labels and flow arrows to all piping for ease of maintenance and troubleshooting in the future.
- Add heating and cooling to green room area
    - Add supplemental electric heat and cooling to spaces as required
    - ROM $500 per electric radiant heat fixture
    - ROM $5000 per mini split cooling unit

ELECTRICAL

General Observations:

The existing service is a 120/240V, 800A distribution system served from overhead in the alley. The existing switchboard manufacturer is General Electrical, with an AV-Line Switchboard system. This system was discontinued in the 1980's. For reference, the following nearby tenants are receiving power from NorthWestern Energy through this system as well; Rock Creek Coffee, Jimmy John's, 118 N Broadway Space #3 Gallery of Fine Art and Montague's Jewelers. Most branch panels in the original facility have been replaced with Cutler-Hammer Eaton since the original building was built and appears to be in good working order.

No emergency lighting system, other than exit signs, appears to be present.

A majority of the areas have fluorescent and incandescent light fixtures, which are older unsupported technology.

BABCOCK THEATRE BUILDING

The existing stage lighting system is functional as a basic lighting system, but currently has limited capabilities for doing any stage performance. Existing equipment is aged.

High Priority or Code Deficiencies:

BASEMENT

The existing emergency panel is a load center and mounted to the existing distribution system. The load center and mounting do not provide legitimate emergency power that complies with code and will need to be removed. This panel will need to be replaced with an emergency panel board connected to a lighting inverter to provide backup power for egress lighting. This inverter is sized for 5kVA, so provide backup to all building lighting. However, another option would be to replace lights that are designated as a path of egress to be replaced with fixtures that are battery backup as well. The battery backup fixtures are connected to normal power, but have a separate battery that is engaged during a power outage to provide 90 minutes of backup power.

- Emergency Panel doesn't meet code, no guaranteed backup source: Total = $171,300
  - Demo Existing: $14,700
  - Required Upgrade New Construction: $156,600

THEATRE

Per NEC 701.12 (C) Exit signs shall have 90 minutes of battery backup. Current exit signs appear to not have any battery backup, and do not appear to be on backup power. Exit signs should be replaced with battery powered or supplied by a life safety transfer switch.

Egress illumination for the audience does not appear to be present. Per NEC 700.16 requires one footcandle of illumination to egress the space. Egress lights shall be battery backup or supplied by a life safety transfer switch. Battery powered egress lighting can be added in multiple locations to achieve code requirements. General theatre lighting appears to be fluorescent fixtures. Given the recent ceiling collapse, it is recommended to replace these with LED fixtures for improved safety and efficiency.

- Replace Theatre Exit Signs, Add Egress Illumination, Replace General Theatre Lighting: Total = $45,600
  - Demo Existing: $5,600
  - New Construction: $40,000

Moderate Priority or Deferred Maintenance:

The existing switchboard manufacturer is General Electrical, with an AV-Line Switchboard system. This system was discontinued in the 1980's, and it is recommended replacing the entirety of the switchboard, which will impact the following nearby tenants that are receiving power from NorthWestern Energy through this system; Rock Creek Coffee, Jimmy John's, 118 N Broadway Space #3 Gallery of Fine Art and Montague's Jewelers.

- Demo Existing Switchboard: $6,000
- New Construction Switchboard: $60,000

BABCOCK THEATRE BUILDING

Opportunities or Future Upgrades:

LOBBY, EXTERIOR

The lobby, exterior, and restroom light fixtures on the balcony floor appear to be fluorescent fixtures and it is recommended to replace these fixtures with LEDs.

- Replace Lobby & Restroom Lights with LEDs: Total = $22,400
  - Demo Existing: $1,600
  - New Construction: $20,800
- Replace Exterior Lights with LEDs: Total = $7,500
  - Demo Existing: $2,500
  - New Construction: $5,000

THEATRE

In addition to the general lighting, the cove lighting for ceiling accenting is existing neon and it is recommended to upgrade these to LED fixtures as well.

- Replace Cove Lights with LEDs: Total = $5,500
  - Demo Existing Light Strips: $100.95 ($1.5/ft)
  - New Construction Light Strips: $5,384 ($80/ft)

STAGE

The stage lighting system does not function as intended for performances and should be replaced entirely with a system that can accommodate various live performances, including concerts and plays.

- Update Stage Lighting and Stage Power to Supply: Total = $530,000
  - Demo Existing Lighting: $10,000
  - Demo Existing Power: $5,000
  - New Construction Lighting: $400,000
  - New Construction Power: $115,000

GREEN ROOM

The green room appears to only be a little out of date. Power and lighting appear to be working in good condition, however there could be some upgrades. The light fixtures could be upgraded to LED with higher output. Either new wall paint or fixtures with a white color output will also enhance the area. Existing receptacles in all rooms could be replaced, along with some additional receptacles in the dressing rooms. The current setup for the makeup mirrors is extension plug molds, whereas a few more receptacles will operate more efficiently.

- Update Green Room Power and Lighting: Total = $27,050
  - Demo Existing Power and Lighting: $2,300 ($1.5/sf)
  - New Construction Power and Lighting: $24,750 ($15/sf)

BABCOCK THEATRE BUILDING

SPECIAL SYSTEMS (Fire Alarm & Audio)

General Observations:

The existing network system rack is located in open basement equipment room. All network cables are routed up to main level through pass throughs below. Cable is free run in most scenarios. Category 6 cable upgrades should be run to areas that utilize network. Green room needs added convenience locations for data and TV locations. A Cat6 run needs to be added from Projection Booth to Stage. Other areas are in estimated cost below for network upgrades throughout.

Current Addressable Fire Alarm System: Silent Knight 5808 Addressable System.

Theater sound is currently being brought in by the owner and is not adequate for certain events that are desired. K2 provided a full report** for the Theater Sound. Costs and scope described are described in this report.

***Exhibit B: Kevin Hodgson of K2 completed a "Babcock Theatre Site Survey and Audio System Recommendations" evaluation in May 2023, which is included as an exhibit at the end of this document. Please note that this work did not include an acoustical or audio performance assessment.*

High Priority or Code Deficiencies:

Babcock Theater may want to consider a fire alarm system replacement during major construction. The existing Silent Knight 5808 panel is not listed for Voice Evacuation. In Assembly type building occupancies, the code requires a Voice Evacuation fire alarm system be installed throughout when occupant load is 1,000 or more. If the occupant load of 1,000 is less, a horn / strobe system is acceptable, and this is what is currently there.

- Fire Alarm System Upgrade: Total = $122,000
    - If major remodel work starts, it may trigger an upgrade by the City.

Code subgroup A-1: Theaters, concert halls (with fixed seating)

Moderate Priority or Deferred Maintenance:

This building's network rack and main patch panel should be relocated in a dedicated clean environment. Dust and dirt from the current location may cause equipment failure or issues.

Opportunities or Future Upgrades:

Network upgrades, rack relocation, new CAT6 cable pulled to Lobby, Green Room, Stage, Projection Booth and basement work.

- New Cat6 cable to Areas Noted: Total $29,050

    Demo Existing:

    STAGE – $2,300
    GREEN ROOM – $1,350
    PROJECTION BOOTH – N/A
    LOBBY – $3,600
    BASEMENT – $5,000

BABCOCK THEATRE BUILDING

New Construction:

STAGE- $2,000
GREEN ROOM- $6,000
PROJECTION BOOTH- $2,000
LOBBY- $4,000
BASEMENT- $2,800

EXHIBIT A

Cushing Terrell

October 1, 2025

Babcock Theatre
New Speaker Support
2810 2nd Ave N
Billings, MT 59101

Dear Mr. Matt Blakeslee,

On April 25, 2025, Cushing Terrell was on site to assess and take photos of the front stage wall and the proscenium with the purpose of creating structural support details for new hanging speakers. Cushing Terrell was notified that the Babcock Theatre intends to hang two RCF HDL 20-A speakers, and the purpose of this report is to provide documentation, calculations, and details for the support of those speakers.

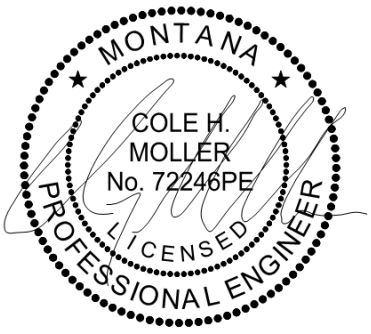
There were three support options that were compared and presented to the Theatre, in which one was chosen for both cost implications and ease of install. We looked at supporting the speakers off the concrete front stage wall, supporting the speakers from the roof with steel members on the exterior side of the roof membrane, and we looked at supporting the speakers with wood framing that spans from the concrete front stage wall to the first roof truss to the north. In the end, the third option was chosen. In the attached details, two variations have been included. The first indicates a glued-laminated beam support, and the second indicates a built-up 2x12 support. Either can be utilized by the Theatre.

Attached to this letter are the calculations and connection details for the speaker's support. The intent of the details is to allow a field tolerance as far as exact positioning of support framing. There will be some conflicts from existing framing and proscenium bracing that will need to be worked around without damage, but the intent is that the support beams can be located wherever the speakers are desired between the front concrete stage wall and the first roof truss to the north.

This analysis has not incorporated any mechanical rigging or motorized units to raise and lower the speaker equipment. Please notify Cushing Terrell if that becomes a desire, and the details and analysis can be verified and modified to incorporate changes.

Please don't hesitate to reach out with any questions or concerns.

Sincerely,



Cole Moller, PE,
Structural Engineer

Subject: HANGING SPEAKERS By: CL Page: 1 of ____

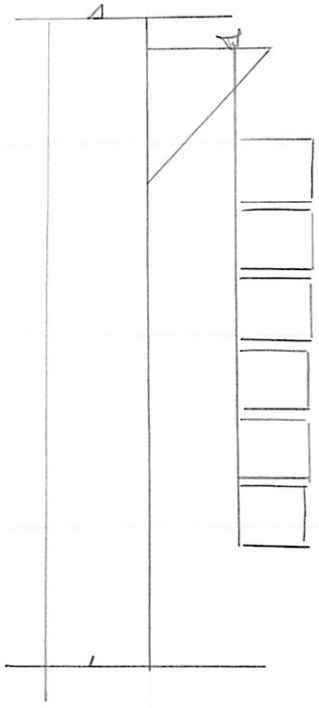
Project #: ____ Project Name: BABCOCK SPEAKERS Date: 5/7/25

BASIS OF DESIGN SPEAKERS:

RCF HDL 20-A
ACTIVE LINE ARRAY MODULE

L = 28.12"
H = 11.57"
DEPTH = 17.58"
WT = 67 lb

* INTENT IS TO HAVE 5-LB SPEAKERS HUNG FROM SINGLE RIGGING POINT (RIGGING PT IS ON BACKSIDE OF SPEAKER)



TOTAL LOAD @ RIGGING SUPPORT
P = 470 lb

*SPEAKERS HAVE INTERNAL CONNECTION POINTS
* MFR PROVIDED TOP FLY-BAR F W/ ATTACHMENT D RING
* LOCKABLE SHACKLE @ END & CHAIN HOIST OR OTHER SUPPORT

Project Title:
Engineer:
Project ID:
Project Descr:

Wood Beam

Project File: Babcock_Struct.ec6

DESCRIPTION: Glulam Beam Support Option

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, SDPWS 2015
Load Combination Set : IBC 2018

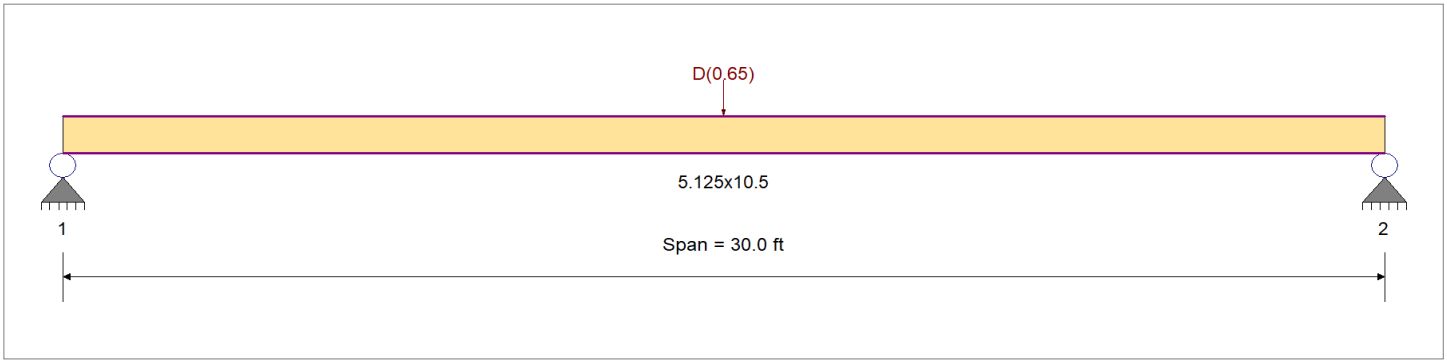
Material Properties

Analysis Method :	Allowable Stress Design
Load Combination	IBC 2018
Wood Species :	DF/DF
Wood Grade :	24F-V4
Beam Bracing :	Beam is Fully Braced against lateral-torsional buckling

Fb +	2,400.0 psi
Fb -	1,850.0 psi
Fc - Prll	1,650.0 psi
Fc - Perp	650.0 psi
Fv	265.0 psi
Ft	1,100.0 psi

E : Modulus of Elasticity

Ebend- xx	1,800.0 ksi
Eminbend - xx	950.0 ksi
Ebend- yy	1,600.0 ksi
Eminbend - yy	850.0 ksi
Density	31.210 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading
Point Load : D = 0.650 k @ 15.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.373 : 1	Maximum Shear Stress Ratio	=	0.057 : 1
Section used for this span		**5.125x10.5**	Section used for this span		**5.125x10.5**
fb: Actual	=	788.40 psi	fv: Actual	=	13.69 psi
F'b	=	2,112.33 psi	F'v	=	238.50 psi
Load Combination		D Only	Load Combination		D Only
Location of maximum on span	=	15.000 ft	Location of maximum on span	=	29.234 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0 in	Ratio =	0 <360	n/a
Max Upward Transient Deflection	0 in	Ratio =	0 <360	n/a
Max Downward Total Deflection	0.954 in	Ratio =	377 >=180	Span: 1 : D Only
Max Upward Total Deflection	0 in	Ratio =	0 <180	n/a

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	0.500	0.500
Max Upward from Load Combinations	0.300	0.300
Max Upward from Load Cases	0.500	0.500
D Only	0.500	0.500
+0.60D	0.300	0.300

Project Title:
Engineer:
Project ID:
Project Descr:

Wood Beam

Project File: Babcock_Struct.ec6

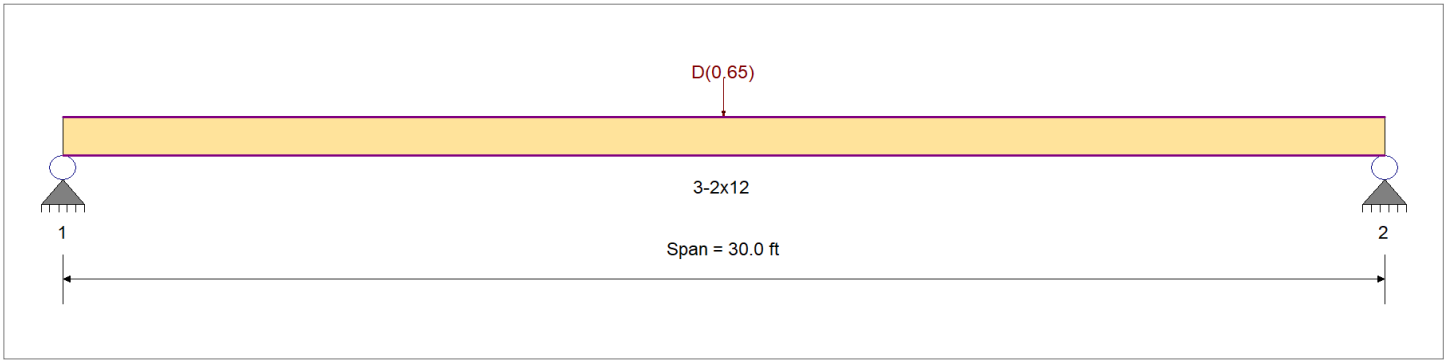
DESCRIPTION: Built Up 2x Support Option

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, SDPWS 2015
Load Combination Set : IBC 2018

Material Properties

Analysis Method :	Allowable Stress Design	Fb +	900 psi	*E : Modulus of Elasticity*	
Load Combination	IBC 2018	Fb -	900 psi	Ebend- xx	1600 ksi
		Fc - Prll	1350 psi	Eminbend - xx	580 ksi
Wood Species :	Douglas Fir-Larch	Fc - Perp	625 psi		
Wood Grade :	No.2	Fv	180 psi		
		Ft	575 psi	Density	31.21 pcf
Beam Bracing :	Beam is Fully Braced against lateral-torsional buckling				



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading
Point Load : D = 0.650 k @ 15.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.954 : 1	Maximum Shear Stress Ratio	=	0.088 : 1
Section used for this span		3-2x12	Section used for this span		3-2x12
fb: Actual	=	772.35 psi	fv: Actual	=	14.22 psi
F'b	=	810.00 psi	F'v	=	162.00 psi
Load Combination		D Only	Load Combination		D Only
Location of maximum on span	=	15.000 ft	Location of maximum on span	=	29.124 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

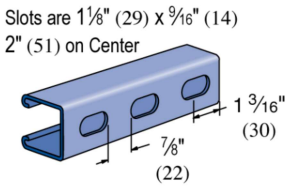
Maximum Deflection

Max Downward Transient Deflection	0 in	Ratio =	0 <360	n/a
Max Upward Transient Deflection	0 in	Ratio =	0 <360	n/a
Max Downward Total Deflection	0.979 in	Ratio =	367 >=240	Span: 1 : D Only
Max Upward Total Deflection	0 in	Ratio =	0 <240	n/a

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	0.490	0.490
Max Upward from Load Combinations	0.294	0.294
Max Upward from Load Cases	0.490	0.490
D Only	0.490	0.490
+0.60D	0.294	0.294



P1000T - 1-5/8" x 1-5/8", 12 Gauge; Slotted

12 gauge slotted strut channel P1000T is the original metal framing strut channel and has been used in countless applications for nearly 100 years. Commonly known as 12 gauge standard or deep slotted channel, it is the global standard for strut metal framing. This channel is commonly used for trapeze supports, seismic bracing, ceiling grids, pipe, conduit, duct and cable tray supports, racks, and other general framing. For application examples, refer to our Application Showcase.

Features

- OPM pre-approved for seismic applications
- Product dimensions are 1 5/8" wide x 1 5/8" tall x 12 ga. thick
- Slotted for 1/2" rod and fasteners
- Slots are sized for a 1/2" Threaded Rod or Fastener
- Our P1000T is available in Pre-Galvanized (PG), Atkore Defender (DF), Hot-Dip Galvanized (HG), Plain (PL), Green (GR), Zinc Dichromate (ZD), Stainless Steel (SS or ST) and Aluminum (EA).
- Made in the USA

Catalog Number	Length (ft)	Gauge	Material Type	Surface Finish	Part Weight (lb/ft)	Standard Package Qty (ft)	Standard Package Weight (lb)
P1000T 10DF	10	12	Steel	Defender	1.85	500	925
P1000T 10EA	10	12	Aluminum		0.74	500	370
P1000T 10GR	10	12	Steel	Green E-Coat	1.91	500	955
P1000T 10HG	10	12	Steel	Hot-Dip Galvanized	1.85	500	925
P1000T 10PG	10	12	Steel	Pre-Galvanized	1.85	500	925
P1000T 10PL	10	12	Steel	Plain/Oil	1.85	500	925
P1000T 10SS	10	12	Stainless Steel - 304		1.85	500	925
P1000T 10ST	10	12	Stainless Steel - 316		1.85	500	925
P1000T 10ZD	10	12	Steel	Zinc Dichromate	1.85	500	925
P1000T 20DF	20	12	Steel	Defender	1.85	1000	1850
P1000T 20EA	20	12	Aluminum		0.74	1000	740
P1000T 20GR	20	12	Steel	Green E-Coat	1.85	1000	1850
P1000T 20HG	20	12	Steel	Hot-Dip Galvanized	1.91	1000	1910
P1000T 20PG	20	12	Steel	Pre-Galvanized	1.85	1000	1850
P1000T 20PL	20	12	Steel	Plain/Oil	1.85	1000	1850
P1000T 20SS	20	12	Stainless Steel - 304		1.85	1000	1850
P1000T 20ST	20	12	Stainless Steel - 316		1.85	1000	1850
P1000T 20ZD	20	12	Steel	Zinc Dichromate	1.85	1000	1850

Beam Loading - P1000T						
Span (in)	Max Allow. Uniform Load (lbs)	Deflection at Uniform load (in)	Uniform Loading at Deflection			Lateral Bracing Reduction Factor
			Span/180 (lbs)	Span/240 (lbs)	Span/360 (lbs)	
24	1,437	0.06	1,437	1,437	1,437	1.00
36	961	0.13	961	961	765	0.94
48	723	0.22	723	646	425	0.88
60	578	0.35	553	408	272	0.82
72	476	0.50	383	289	187	0.78
84	408	0.68	281	213	136	0.75
96	357	0.89	213	162	111	0.71
108	323	1.14	170	128	85	0.69
120	289	1.40	136	102	68	0.66
144	238	2.00	94	68	51	0.61
168	204	2.72	68	51	34	0.55
192	179	3.55	51	43	NR	0.51
216	162	4.58	43	34	NR	0.47
240	145	5.62	34	NR	NR	0.44
Note	NR - Not Recommended					

Refer to the General Specifications for loading information.

Column Loading - P1000T					
Unbraced Height (in)	Allowable Load at Slot Face (lbs)	Max Column Load Applied at C.G.			
		K=0.65 (lbs)	K=0.80 (lbs)	K=1.0 (lbs)	K=1.2 (lbs)
24	3,550	10,740	9,890	8,770	7,740
36	3,190	8,910	7,740	6,390	5,310
48	2,770	7,260	6,010	4,690	3,800
60	2,380	5,910	4,690	3,630	2,960
72	2,080	4,840	3,800	2,960	2,400
84	1,860	4,040	3,200	2,480	1,980
96	1,670	3,480	2,750	2,110	1,660
108	1,510	3,050	2,400	1,810	KL/r>200
120	1,380	2,700	2,110	KL/r>200	KL/r>200
144	1,150	2,180	1,660	KL/r>200	KL/r>200

Refer to the General Specifications for loading information.

@33" span,
(961-1437)*3/4+1437 =
1080lb allowable load

Elements of Section - P1000T		
Area of Section	0.555 in^2 (3.6 cm^2)	
	Axis 1-1	Axis 2-2
Moment of Inertia (I)	0.185 in^4 (7.7 cm^4)	0.236 in^4 (9.8 cm^4)
Section Modulus (S)	0.202 in^3 (3.3 cm^3)	0.290 in^3 (4.8 cm^3)
Radius of Gyration (r)	0.577 in (1.5 cm)	0.651 in (1.7 cm)

GENERAL SPECIFICATIONS - CHANNEL - SINGLE

Standard Lengths:

- **10 feet:** 10' or 10' $^1/_8$" (3.05m) ± $^1/_8$" (3 mm)
- **20 feet:** 20' or 20' $^3/_8$" (6.11m) ± $^1/_8$" (3 mm)

Special Lengths:

- Available with a tolerance of ±$^1/_8$" (3 mm). Request quote.

Load Data:

- All beam and column load data pertains to carbon steel and stainless steel channels.
- Load tables apply only to UNISTRUT brand channel. Look for "UNISTRUT" on the product.
- Load tables and charts are constructed to be in accordance with the SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS 2007 EDITION published by the AMERICAN IRON AND STEEL INSTITUTE USING ASD METHOD.
- Loads are based on 33 ksi steel cold formed to 42 ksi.
- Safety Factor to Yield Strength is 1.67 for Beam Loads and 1.80 for Column Loads.
- Beam loads are based on a simple beam and are given as a total uniform load (W) in pounds. For proper calculation procedures, refer to our Beam Load Calculation Guide under Resources.
- For bearing loads, reference our Bearing Loads Page.

LGUM/HGUM

Heavy-Duty Face-Mount Beam/Girder Hangers for Concrete and GFCMU

High-capacity beam or girder hangers for concrete or masonry applications. Installation is made easier using Strong-Drive® SDS Heavy-Duty Connector screws (provided) into the wood member and Titen HD® anchors (provided) into the masonry.

Material: See table

Finish: Galvanized; available in stainless steel

Installation:

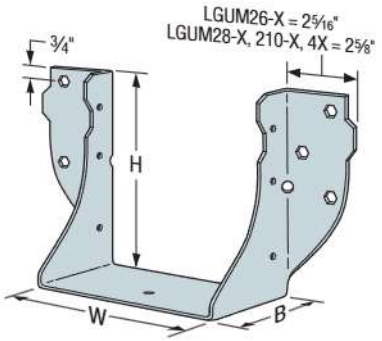
- Use all specified fasteners (included). Stainless steel models are packaged with 1" longer Type 316 stainless-steel Titen HD anchors.
- Attach hanger to a concrete or grout-filled CMU wall using Titen HD anchors. Note the following:
  - Drill holes using drill bits equal in diameter to the specified Titen HD anchor.
  - Holes shall be drilled ½" deeper than the specified Titen HD length (i.e. 4½" for a 4" long Titen HD anchor). For stainless-steel LGUM models installed onto 6"-thick concrete or GFCMU, care should be taken to avoid damage to the back side of the wall when drilling and installing 5" long stainless-steel Titen HD anchors.
  - Caution: Oversized holes in the base material will reduce or eliminate the mechanical interlock of the threads with the base material and will reduce the anchor's load capacity.
- Carbon-steel Titen HD is not recommended for exposed exterior applications.
- Provide moisture barrier between beam and wall per jurisdictional requirements.

Options:

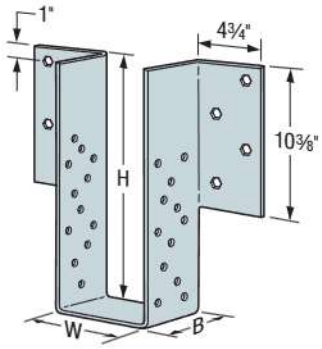
- For HGUM only — other seat widths and hanger heights available. Order as "X" version.
- HGUM available with one flange concealed. See p. 258 for reduced load at end of wall and outside corner.
- LGUM/HGUM available in skews up to 45°. See Hanger Options, p. 258.

Codes: See p. 13 for Code Reference Key Chart

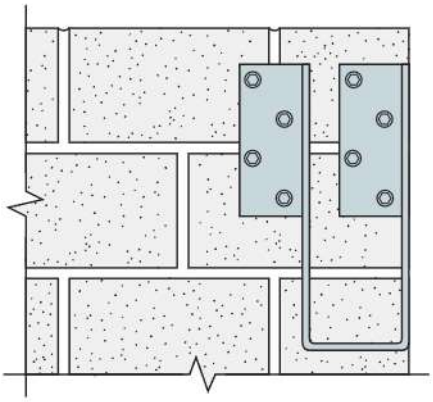
Web Applications: Visit **app.strongtie.com/hs** to access our Hanger Selector web application.



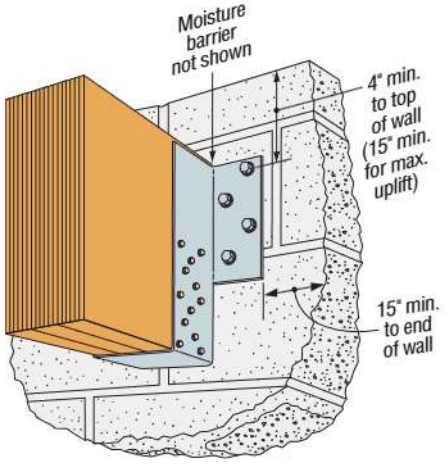
LGUM



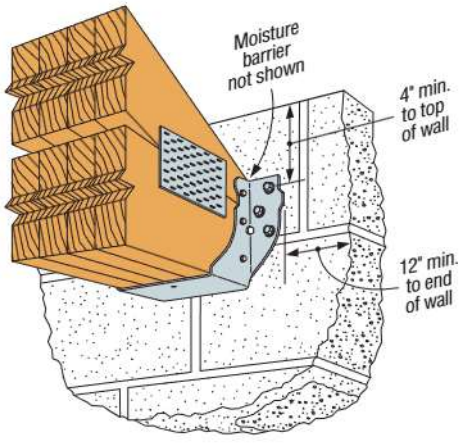
HGUM



HGUM with Right Flange Concealed
(see p. 258 for reduction factors)



Typical HGUM Installation



Typical LGUM Installation

LGUM/HGUM

Heavy-Duty Face-Mount Beam/Girder Hangers for Concrete and GFCMU (cont.)

These products are available with additional corrosion protection. For more information, see p. 16.

SS For stainless-steel fasteners, see p. 23.

	Model No.	Ga.	Dimensions (in.)			Fasteners (in.)		DF, SP, LVL, PSL, LSL Allowable Loads				Code Ref.
			W	H	B	GFCMU and Concrete	Joist	Uplift (160)		Download (100/115/125)		
						Titen HD® Anchors	Strong-Drive® SDS Screws	GFCMU	Concrete	GFCMU	Concrete	
	Double 2x Sizes											
SS	LGUM26-2-SDS	12	3⁵⁄₁₆	5⁷⁄₁₆	4	(4) ⅜ x 4	(4) ¼ x 2½	1,430	1,430	5,595		
SS	LGUM28-2-SDS	12	3⁵⁄₁₆	7³⁄₁₆	4	(6) ⅜ x 4	(6) ¼ x 2½	2,435	2,435	8,250		
SS	LGUM210-2-SDS	12	3⁵⁄₁₆	9³⁄₁₆	4	(8) ⅜ x 4	(8) ¼ x 2½	3,575	3,575	9,575		
	Triple 2x Sizes											
SS	LGUM26-3-SDS	12	4¹⁵⁄₁₆	5½	4	(4) ⅜ x 4	(4) ¼ x 2½	1,430	1,430	5,610		
SS	LGUM28-3-SDS	12	4¹⁵⁄₁₆	7¼	4	(6) ⅜ x 4	(6) ¼ x 2½	2,435	2,435	8,290		
SS	LGUM210-3-SDS	12	4¹⁵⁄₁₆	9¼	4	(8) ⅜ x 4	(8) ¼ x 2½	3,575	3,575	9,715		
	Quadruple 2x Sizes											
SS	LGUM26-4-SDS	12	6⁵⁄₁₆	5⁷⁄₁₆	4	(4) ⅜ x 4	(4) ¼ x 2½	1,430	1,430	5,625		FL
SS	LGUM28-4-SDS	12	6⁵⁄₁₆	7³⁄₁₆	4	(6) ⅜ x 4	(6) ¼ x 2½	2,435	2,435	8,335		
SS	LGUM210-4-SDS	12	6⁵⁄₁₆	9³⁄₁₆	4	(8) ⅜ x 4	(8) ¼ x 2½	3,575	3,575	9,860		
	4x Sizes											
SS	LGUM46-SDS	12	3⅝	4⅞	4	(4) ⅜ x 4	(4) ¼ x 2½	1,430	1,430	5,600		
SS	LGUM48-SDS	12	3⅝	6⅞	4	(6) ⅜ x 4	(6) ¼ x 2½	2,435	2,435	8,260		
SS	LGUM410-SDS	12	3⅝	8⅞	4	(8) ⅜ x 4	(8) ¼ x 2½	3,575	3,575	9,620		
	Engineered Wood and Structural Composite Lumber Sizes (Heavy Duty)											
SS	HGUM5.25-SDS	7	5¼	11 to 30	5¼	(8) ⅝ x 5	(24) ¼ x 2½	4,105	5,075	14,025	14,770	
SS	HGUM5.50-SDS	7	5½		5¼	(8) ⅝ x 5	(24) ¼ x 2½	4,105	5,075	14,000	14,915	
SS	HGUM7.00-SDS	7	7		5¼	(8) ⅝ x 5	(24) ¼ x 2½	4,105	5,075	13,840	14,915	
SS	HGUM7.25-SDS	7	7¼		5¼	(8) ⅝ x 5	(24) ¼ x 2½	4,105	5,075	13,810	14,915	
SS	HGUM9.00-SDS	7	9		5¼	(8) ⅝ x 5	(24) ¼ x 2½	4,105	5,075	13,625	14,915	

1. Uplift loads have been increased for earthquake or wind loading with no further increase allowed. Reduce where other loads govern.
2. Tabulated uplift loads are based on 4" minimum distance to top of wall. For HGUM installations with 15" minimum distance to top of wall, uplift loads are 6,180 lb. for GFCMU and 6,585 for concrete.
3. Concrete shall have a minimum compressive strength of f'_c = 2,500 psi.
4. Grout-filled CMU (GFCMU) shall have a minimum compressive strength of f'_m = 1,500 psi.
5. LGUM must be installed on minimum 6"-thick wall and HGUM on minimum 8"-thick wall. (Nominal values for GFCMU.)
6. Titen HD® anchors may be installed into the head or bed joints.
7. SDS screws may be installed through metal truss plates as approved by the Truss Designer, provided the requirements of ANSI/TPI 1-2014, Sections 7.5.3.4 and 8.9.2 are met (predrilling required through the plate using a 5⁄32" bit maximum).
8. For stainless-steel LGUM and HGUM models, use ⅜" x 5" and ⅝" x 6" Type 316 stainless-steel Titen HD anchors, respectively, to achieve tabulated loads.
9. **Fasteners:** SDS screws are Simpson Strong-Tie Strong-Drive® SDS Heavy-Duty Connector screws. See pp. 23–24 for fastener information.

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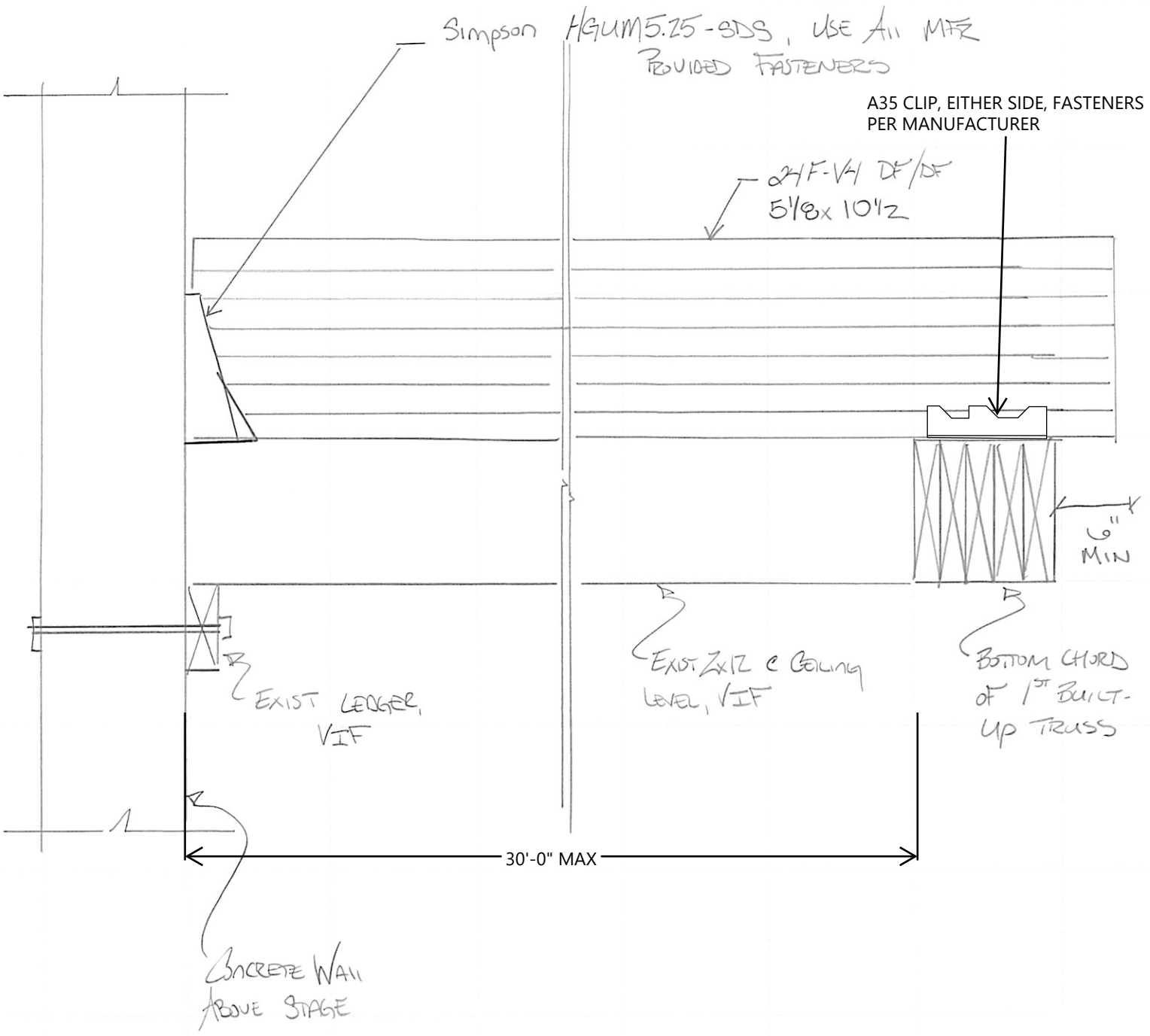
Project #: _____ Project Name: _____ Date: / /



Cushing Terrell.

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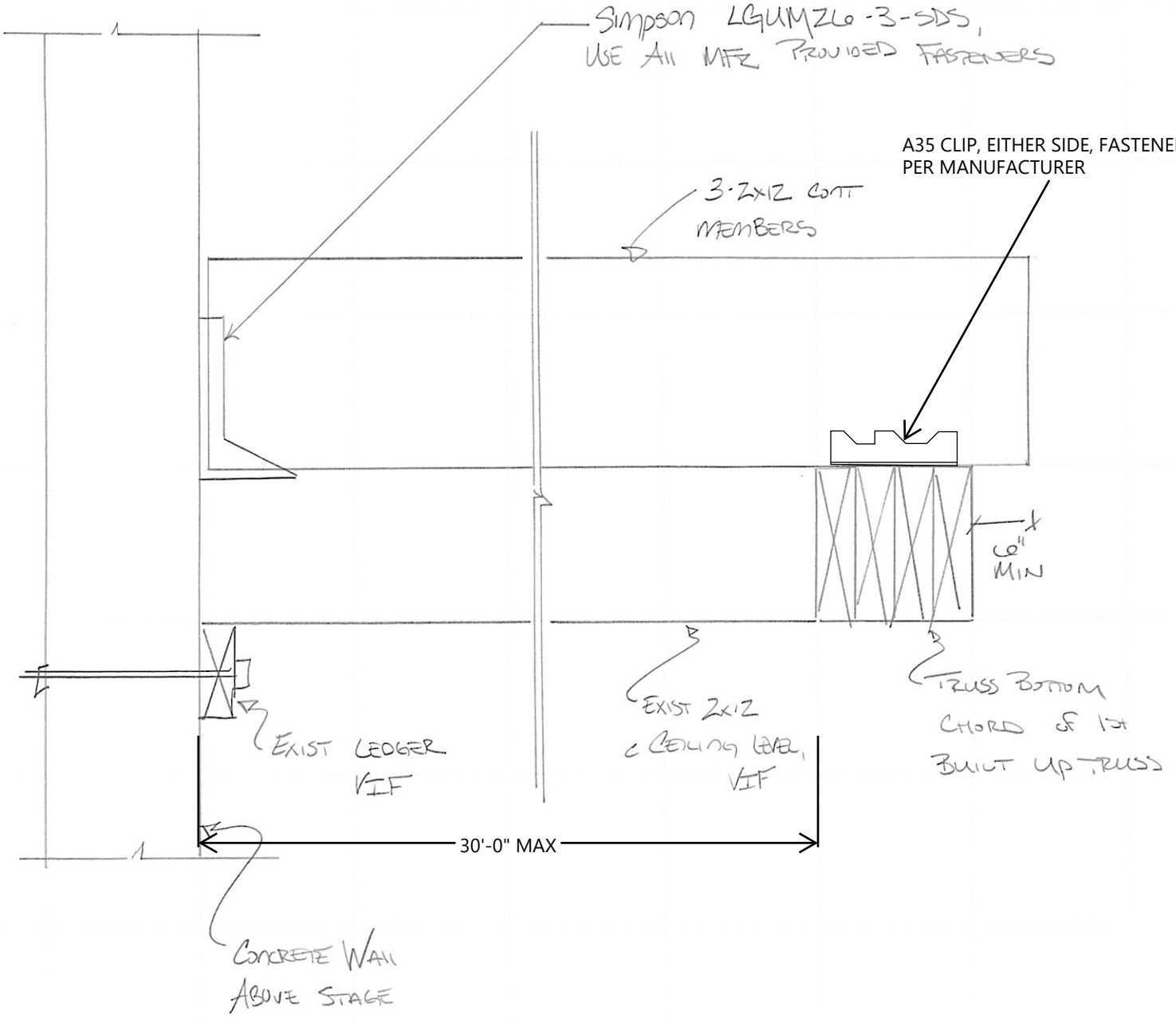
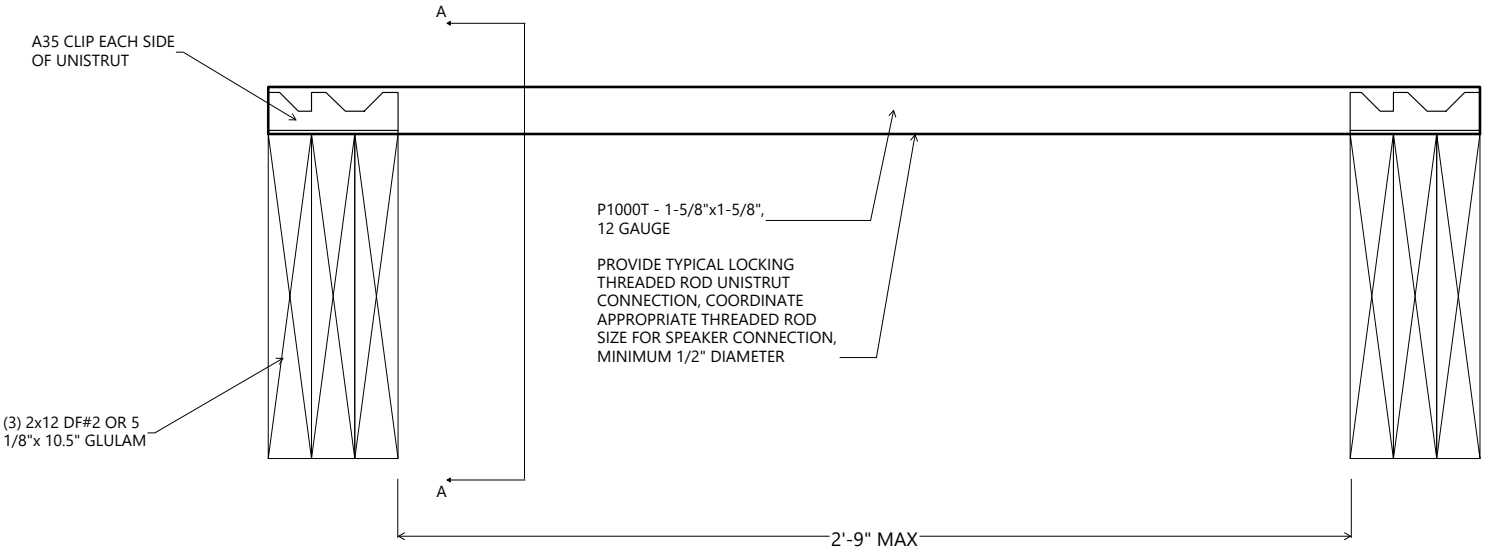
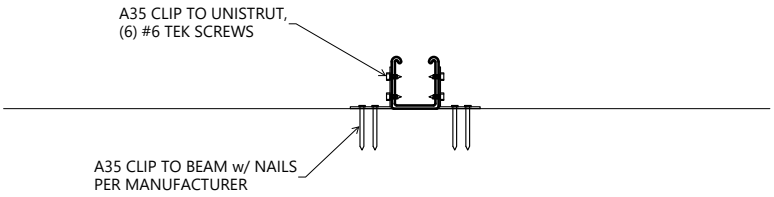


Cushing Terrell.


A
A35 CLIP EACH SIDE
OF UNISTRUT
P1000T - 1-5/8"x1-5/8",
12 GAUGE
PROVIDE TYPICAL LOCKING
THREADED ROD UNISTRUT
CONNECTION, COORDINATE
APPROPRIATE THREADED ROD
SIZE FOR SPEAKER CONNECTION,
MINIMUM 1/2" DIAMETER
(3) 2x12 DF#2 OR 5
1/8"x 10.5" GLULAM
A
2'-9" MAX


A35 CLIP TO UNISTRUT,
(6) #6 TEK SCREWS
A35 CLIP TO BEAM w/ NAILS
PER MANUFACTURER

A-A

EXHIBIT B

Babcock Theatre Site Survey and Audio System Recommendations

By

Kevin Hodgson

May 2023

SUMMARY

The Babcock Theatre is a historic theatre in downtown Billings, MT and is currently being used for cinema as well as for limited music, theater, and other live events. The building has a rich history going back to 1896. The has experienced two significant fires; one in 1906 that left the original building in cinders and a second in 1935 that left the retail and office space still standing but the theatre in ashes once again. The theater was once again rebuilt, this time in a minimal Art Deco style, and used for cinema. In 1955 a significant remodel was done to update the building to a more modern style and focus on cinema. At this point the stage was sealed to make more room for retail space. Between 2008 and 2012 the entire building underwent a historic rehabilitation which undid many of the remodels with the goal of restoring the midcentury look and feel. In 2018 the City of Billings purchased the Babcock Theatre and contracted with Art House Cinema for management of the venue. The current space is 750 seats and is equipped with a modern digital cinema system (audio and video). However, over the course of many years, the Babcock Theatre's theatrical stage equipment and infrastructure has been demolished or simply removed leaving the building with a limited ability to host basic live events. This includes nearly all the counterweight rigging systems, performance lighting, and audio systems.

Historically, the theatre has used ground (stage floor) stacked PA systems that have been brought in on a per-show basis for live events. This approach has worked somewhat well but has had limitations given the size and configuration (orchestra level with large balcony) of the theater seating. Art House Cinema is interested in purchasing a new concert-quality live sound reinforcement system that would better serve the space and allow the venue to be used once again as a premiere live concert venue in downtown Billings. A new sound system would include new performance loudspeakers, digital mixing console, digital stage boxes, and possibly a complement of other outboard gear that would complete the system. The intent is to provide a high-quality system that would be "rider friendly" to small and mid-level professional touring bands/groups.

METHODS

On April 18th, 2023, Kevin Hodgson from K2/Salas O'Brien performed an extensive in-person site survey of the Babcock theater. Kevin walked and photographed key areas of the entire building including both front-of-house and back-of-house areas, stage, attic, and all audience seating areas. The intent of this site walk was to review the entire venue, assess the requirements for a new live sound reinforcement system, and identify any additional technical issues that may need to be addressed in conjunction with either the new audio system or that may be a barrier to holding live events in the space in the future.

FINDINGS

The result of the in-person site survey is largely promising and K2 believes that a new performance sound system could be purchased as well as effectively deployed in the venue. However, K2 identified several critical items that need to be further researched and/or addressed prior to the system being purchased and installed. The following bullet points (in no order) are the key findings:

- K2 found that the attic location(s) where new loudspeakers clusters would need to be rigged/supported (from overhead) is framed with standard dimensional lumber. To ensure safe rigging of new loudspeaker clusters these areas will need a detailed structural engineering review. Additional structural

supports (or an approved method to span the existing supports) to safely handle the anticipated load of the loudspeakers may be required. For a performance venue of this size, K2 would commonly expect to see a medium format (stereo) line array loudspeaker system used. These systems are rigged from overhead using chain hoists so they can be adjusted and serviced at floor level and typically utilize rigging points rated for 2000 lbs. working load limit (WLL). Due to the existing structural framing, it may be more appropriate to more precisely match the additional supports required with a load rating that more closely matches the anticipated load—something on the order of 1000 lbs. WLL.


Picture 1 & 2: General Attic Framing Over Loudspeaker/Audience Areas and Engineered Lumber Beam Framing for Catwalk

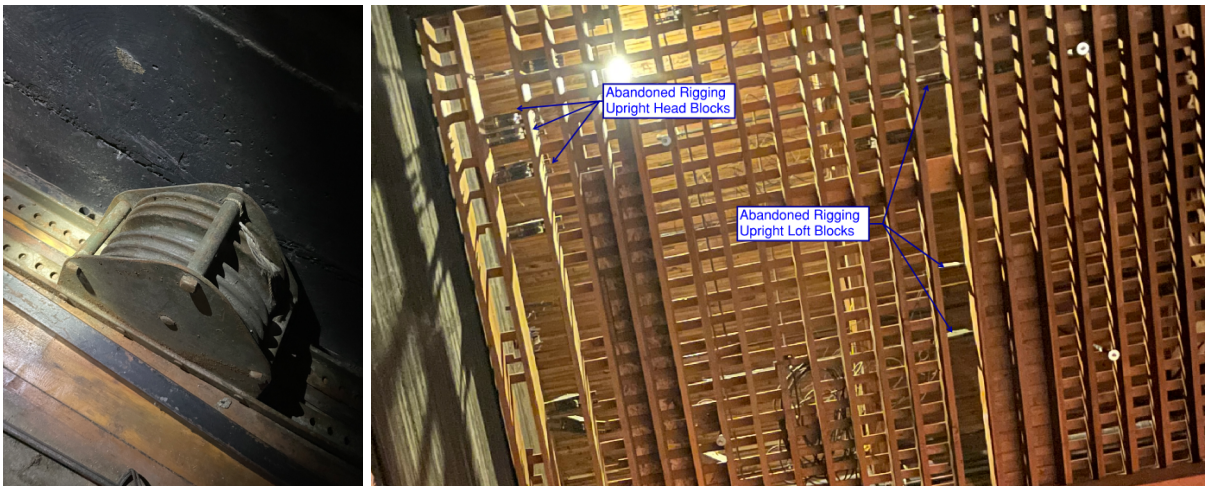
  - K2 also found at the stage left/house right attic catwalk location that additional engineered lumber beams had been installed to support the catwalk framing. K2 believes these were most likely installed during the 2008 to 2012 historic renovation period.

- K2 observed that the two permanent stage access ladders are likely not OSHA compliant. As of 2017, OSHA 1910.28 requires all fixed ladders over 24'-0" long be equipped with personnel fall arrest systems. K2 did not specifically measure the stage left access ladder but visually referenced it to the proscenium opening (which is approximately 28' high) it appeared to be greater than 24' in length. Based on the drawings provided of the venue, the stage right fixed ladder to the grid is estimated to be 55'+ in length. K2 noted that both ladders appeared to be structurally sound and securely attached to the wall. This should be verified however and corrected if any issues are found.


Picture 3 & 4: Stage Left Ladder to Attic and Stage Right Ladder to Grid

- K2 observed that the current stage fly space is not equipped with a fire safety curtain. Based on the configuration and dimensions of the stage house, K2 believes that NFPA code would require that that the stage be equipped with a fire safety curtain if live stage performances are to be held. Given the proscenium opening dimensions and overall stage height to the underside of the grid, K2 believes a braille fire curtain would be required (there is not enough vertical space to permit a straight lift curtain). However, this requirement should be researched further and possibly in consultation with the City of Billings AHJ/Fire Marshall to ensure compliance.
- K2 also observed that the stage house also may not be compliant with NFPA code specific to emergency ventilation. Current code requires that all stages larger than 1000 sq ft or higher than 50'-0" be equipped with smoke vents and smoke control. This is something that needs to be researched further. During the site walk, K2 did not go up to the grid to see if the roof was equipped with appropriate ventilation, so this was not able to be verified. This requirement should be researched further and possibly in consultation with the City of Billings AHJ/Fire Marshall to ensure code compliance.
- K2 observed that the rigging grid above the stage is constructed of lumber and timber framing. The age of the grid is unclear but based on the general design as well as leftover rigging components in the venue, K2 believes it was installed after the 1935 fire about mid-century and was a part of a modest hemp rope counterweight rigging system. Most of the rigging system components, except for the overhead grid, have been completely removed or demolished—including the lock rail and pin rail. There are only a few remnants of the system left to indicate the configuration and general age of the original system. One indication K2 found was evident in the size of the rope grooves on a head block sheave left on the stage floor. The size of the grooves would suggest larger lift lines consistent with ½"- ¾" hemp ropes (as opposed to smaller ¼" wire rope).

  The wood grid is currently being used for spot rigging a few lightweight curtains and a length of lighting truss using temporary chain hoists. The hoists appear to be rigged from one of the overhead beams using a chain sling around the beam with a towel or some other piece of fabric/foam around the beam to protect it from damage from the chain. However, given the unknown design criteria of the beams and supports, the structural load capacity of the grid and various wood beam members is currently unknown therefore this may not be a safe method to employ. The grid should be fully evaluated and documented by a qualified structural engineer before any additional overhead rigging is undertaken. The results may indicate safe working load limits that can be applied to future overhead rigging on the stage.



Picture 5 & 6: Demolished Head Block on Stage Floor and Abandoned Rigging Equipment on Grid

- K2 observed that there is a recently installed electrical 3-phase fused disconnect on stage left. The panel has Cam-lok pigtails (exiting the bottom of the panel) and is being used to power a portable dimmer rack for stage performance lighting. Based on final recommendations and requirements for the sound reinforcement system, additional power at this location may be required. The current fused disconnect should be replaced with a more appropriate company switch, and possibly a multi-chamber company switch with 400A/3P/120-208V service for lighting and 200A/3P/120-208V service for audio.
- K2 observed that the current air handling system which serves the audience chamber (and minimally the stage) has a prominent low frequency rumble (noise) and rattle. The rumble is very noticeable and is detrimental to the use of the space for live events. Some artists and performers may find this unacceptable and hesitate booking the venue for events due to the level of the background noise. Given the current configurations, the system may not support enough air movement/cooling on stage during an event with temporary lighting and sound equipment.

  K2 measured the volume level of the rumble using an iPhone-based RTA/SPL meter (see Figure 1 below). Between 40Hz and 125Hz K2 measured between 56dBa and 58dBA SPL. The overall level decreases consistently between 125Hz and 1kHz, however the level is still significantly above what would be a typical background noise level for a performance venue. Typical noise criterion (NC) for a performance venue like the Babcock Theatre would be between NC-30 to NC-35. K2 believes that for the Babcock Theatre to be a viable venue for live performances in the future the HVAC system background noise should be addressed.

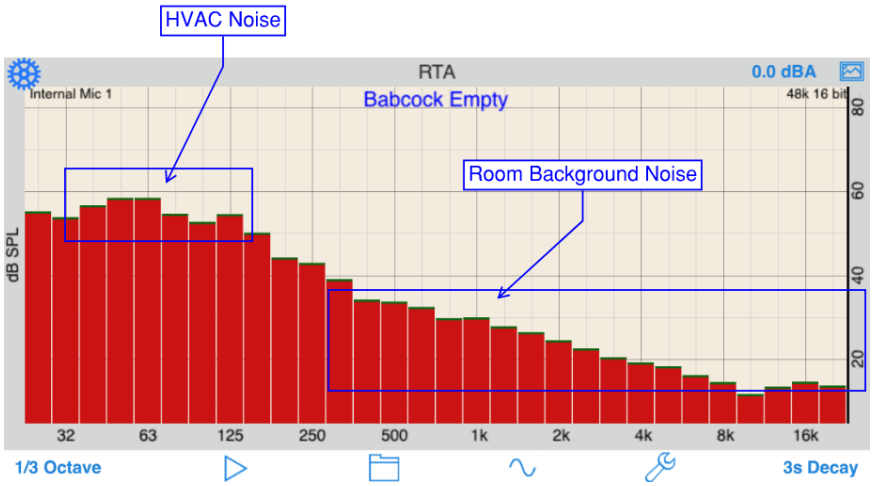


Figure 1: Sound Frequency Graph of Babcock Theatre (Empty with HVAC Running)

- K2 observed that there are two viable spaces in the rear of the orchestra seating level that could be used for temporary front-of-house live sound and lighting operation locations. First would be last row of the center section of the orchestra. There is approximately 54" of depth in this location (from the back wall to the seats that would allow for a wide but shallow technical table. This location would also require the removal of 11 or more seats. The second location was the right rear of the orchestra seating area. This second location, although narrower in width, would require two rows to be removed for the technical table, but would only represent a loss of only 7 seats. Of the two locations, the rear center location may be the more ideal location since this would allow for a central operator position and a straight on view of the stage area. However, to create a more spacious area the 2nd row from the back may need to be adjusted.
  - K2 observed that reasonably pathways for new AV and lighting cabling exist in the basement under each possible front-of-house location and that there did not appear to be any significant impediments to cabling from the stage to these locations.

- If a more permanent front-of-house location is desired some leveling of the floor will be required in either location.

RECOMMENDATIONS

Based on the site survey and the observations noted above, K2 has several recommendations for the Babcock Theatre. The recommendations are divided into two areas: Building and Sound Reinforcement Systems.

Building Recommendations:

- K2 recommends that before any new systems be considered that a structural engineering review of the Babcock Theatre be undertaken. This would include a review of both the wood grid over the stage as well as the attic area where any new loudspeakers may be rigged.
  - **Estimated Cost: TDB**
- K2 recommends that as an interim step prior to the rigging system being evaluated that the current spot current approach be modified slightly for improved safety. K2 recommends using an 8'-0" section of 12"x12" aluminum box truss at the two current grid rigging locations to span multiple beams. The truss would be placed on the top of the grid perpendicular to the cross beams and then utilize a nylon span set wrapped around the truss to attach and hang the chain hoist hook. This approach would spread the rigging load more evenly on multiple structural members of the grid and prevent the wood beams from being damaged by chain slings. K2 would note, this approach is not a substitute for a full grid structural evaluation but would simply represent a more conservative spot rigging approach given the unknown capacity of the wood structure. All rigging work should be performed by an ETCP certified theater rigger.
  - **Estimated Cost: ~$1,500 for truss and span sets (not including rigging labor)**
- K2 recommends the Babcock Theater consult with the City of Billings Building Code Compliance Office/Fire Marshall/Authority Having Jurisdiction (AJH) to determine all fire code compliance requirements for the venue. This may include any specifics requirements the City of Billings may have for a new stage fire curtain as well as smoke ventilation on the roof. K2 believes there may be some stop-gap provisions for acceptable code compliance depending on the type of productions and events that take place on the stage and how they are undertaken. These requirements need to be confirmed with the City of Billings.
  - **Estimated Cost: TBD**
- K2 recommends the Babcock Theatre install personnel fall arrest systems on both fixed stage ladders (at a minimum the grid access ladder) for stagehand safety as well as possible OSHA workplace compliance.
  - **Estimated Cost: $2,000 - $4,000+ (depending on final requirements, type of system, harnesses, and ongoing training and maintenance).**
- K2 recommends the Babcock Theatre engage an Acoustical and Mechanical Engineer to review the air handling systems on the stage and find ways to mitigate the noise from the system and ensure that the heating and cooling needs for the stage are adequate. This may also include reviewing the fire alarm systems on the stage to ensure that they are compatible with stage hazer/smoke effects.
  - **Estimated Cost: TBD.**
- K2 recommends the Babcock Theatre replace the fused disconnect stage left and replace it with a new stage "company switch". Depending on final sound reinforcement system approach, both the temporary lighting systems as well as the sound systems may be plugged into this company switch so it

may be a dual chamber 400A+200A company switch or two separate company switched of 400A and 200A respectively. This approach will also be safer if temporary chain hoists are used.

- **Estimated Cost: $10,000 - $12,000+ depending on final configuration and electrical installation costs.**

Sound System Recommendations:

Based on the intended program and inherent flexibility required, K2 recommends a high-quality medium-format line array system be purchased for the Babcock Theatre. The intent would be to create a highly flexible system that would be appropriate for a variety of events including "rock and roll". K2 recommends the basis of design be a d&b Audiotechnik "Y" series loudspeakers for audio quality and for greatest compliance with artist performance contract technical riders. As currently designed the system should be capable of reaching concert levels with peak levels at or above 112+ dB throughout the lower orchestra seating and balcony areas. The system would include the following:

- Two 9-element line arrays flown from overhead near the edge of the stage. Basis of design to be D&B Yi8 and Yi12 loudspeakers.
- Two 21" ground-stacked subwoofers. Basis of design to be D&B 21S-SUB.
- Five 10" two-way under balcony fills. Basis of design to be D&B 10S with horizontal U-bracket.
- Five dual 4" stage front fills. Basis of design to be D&B 44S.
- Amplification/Processing. Basis of design D&B 40D, 10D, and 5D amplifiers.
- Includes required rigging components, hardware, and wire and cable.
- Includes estimated labor.
- **Estimated Cost: $245,000 to $260,000.**

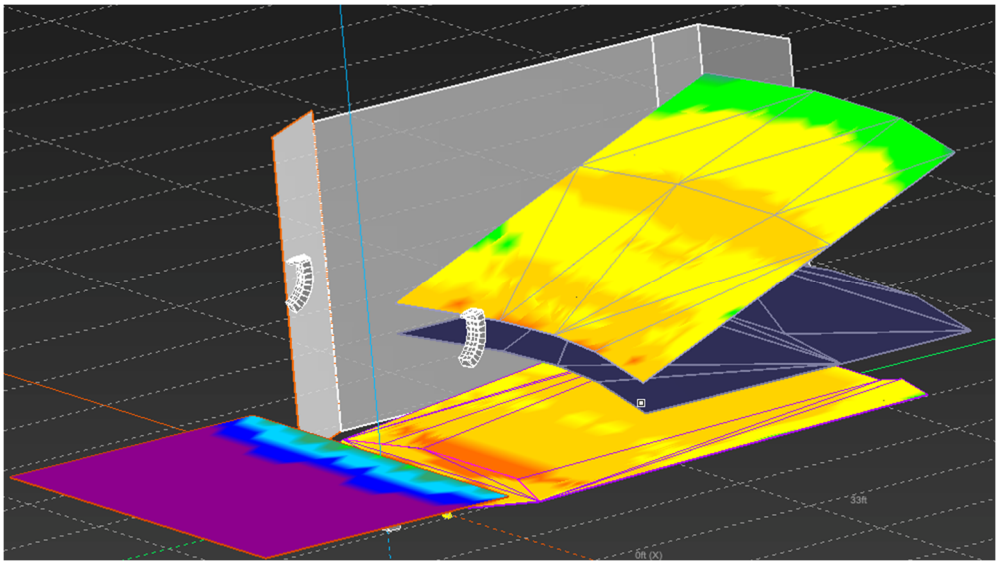


Figure 2: Babcock Theatre SPL Coverage Map showing Basis of Design D&B Y System

Based on the intended program and inherent flexibility required, K2 recommends a high-quality digital mixing console and stage boxes be purchased as well. The intent would be to create an easy to use and flexible system that would be appropriate for a variety of events. The proposed console has a variety of features that makes it highly usable for live music as well as theater. It also allows for remote control using iOS devices (and Allen & Heath MixPad and OneMix free apps). The basis of design system would consist of the following:

- One Allen & Heath Avantis digital audio console with additional dPACK processing.
- One console ATA/Touring case with doghouse.
- One 48x16 portable 96kHz portable stage box with ATA case.
- One 12-channel analog-digital rack mount 96kHz I/O interface for connection to D&B system.
- Estimated freight.
- Estimated installation and initial setup labor.
- **Estimated Cost: $30,000 to $35,000.**

Additional options to the sound reinforcement system above may include the following:

- 8-channels of wireless microphones. This would include a complement of professional hand-held microphones and wireless belt packs. The basis of design to be Shure ULX-D or Sennheiser EW-DX.
  - **Estimated Cost: $25,000 to $30,000+ (Depending on final configuration).**
- Portable Stage Monitors. Basis of design to be eight QSC K10.2 powered loudspeakers.
  - **Estimated Cost: $8,000 to $10,000.**
- Portable equipment package including various microphones, cabling, stands, etc.
  - **Estimated Cost: TBD.**

K2 recommends that a new rear center technical operation location be constructed in the rear of the center orchestra seating section (see Figure 3). This approach would create an open space that could be used for temporary sound and lighting equipment. A minimum of eight seats would need to be removed, however for access and aesthetic reasons, the entire rear row may also be removed as well. Temporary velvet rope or retractable belt barriers could be used to implement some basic access control to this area too.

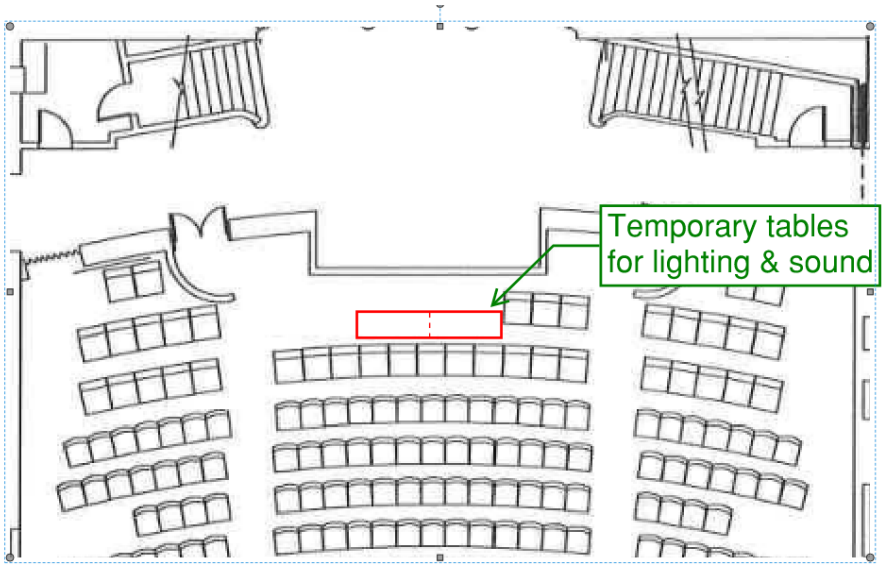


Figure 3: Sketch of Temporary Sound and Lighting Location

- Work to include removal of seats, general costs to bring additional electrical circuits to this location (on the back wall, temporary tables, crowd barriers, etc.
  - **Estimated Cost: TBD.**

For a more permanent (future) aesthetically pleasing option, a new rear center technical operation location should be considered. This would be constructed in the rear of the center orchestra seating section (see Figure 4) and would remove the entire last row of seats and create a ½ height (40”-42”) pony could be used for lighting and sound consoles during events. To allow for a little more space in the tech area, the 2nd to last row of reclining seats might also be replaced with non-reclining seats and perhaps the entire row shifted forward slightly. The floor for this new area would need to be leveled as well. Like above, velvet rope or retractable belt barriers could be used to create some basic access control to this area.

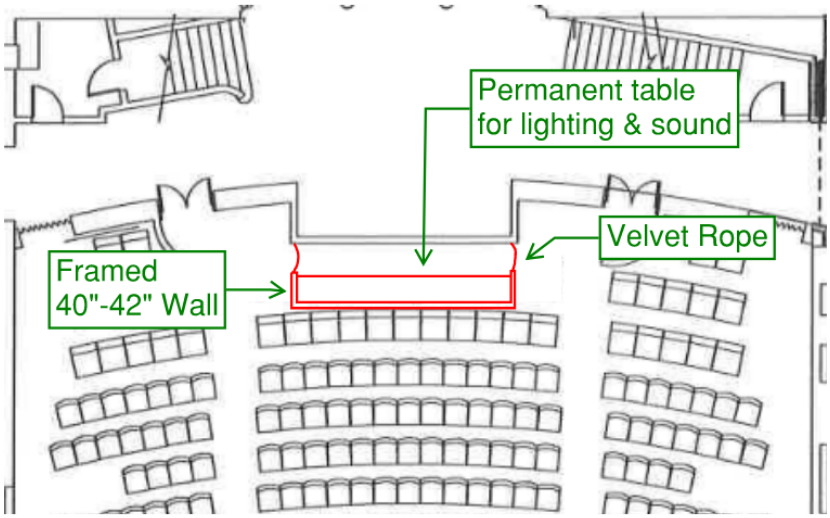


Figure 4: Sketch of Permanent Sound and Lighting Location

- Work to include removal of seats, general construction costs (framing, finishing, work surfaces, electrical, etc).
    - **Estimated Cost: TBD.**

CONCLUSION

K2 believes that the Babcock Theatre represents a viable and exciting opportunity to bring live music and other events to Billings’ music and art scene. This report, and the recommendations included within it, represent the first step forward towards achieving this goal. Provided that the stage safety and code compliance issues are not a barrier, K2 believes a new performance sound system could be purchased and installed within (or very close to) the stated budget. K2 also recognizes that there are also other approaches/options that may be fiscally viable if the full purchase price of the proposed systems exceeds the desired budget. These options may include a negotiated long-term rental, rent-to-own/financed, or possibly a different more affordable system that may not meet the rider requirements of as many of the touring performers as the one proposed above. In conclusion, K2 is excited and honored to have this opportunity to partner with Art House Cinema to make this long-term project a reality.

EXHIBIT C

Cushing Terrell

RECOMMENDATIONS MEETING

Project:	Babcock Theatre, Partial Ceiling Collapse on Wed 5/28/25
Project Site:	Babcock Theatre, 2810 2nd Ave N, Billings, MT 59101
Meeting Purpose:	To meet with the Art House Board of Directors at their monthly meeting to review our professional observations (Cushing Terrell's 6/6/2025 Observed Conditions Report) and recommendations going forward. Attached is the corresponding pricing provided by Langlas & Associates.
Meeting Date:	6/18/2025 at 7:00am, Art House Cinema & Pub (109 N 30th St, Billings, MT 59101)
Attendees:	Cushing Terrell: Brad Sperry, Director, Commercial | Architect | Principal Valerie Meier, Project Manager | Architect Cole Moller, Structural Engineer Art House: Matt Blakeslee, Executive Director Art House Board of Directors: Josh Wirth – President Ryan Cremer – Vice President Kirk Hansen – Secretary/Treasurer Corby Skinner Ruth Towe Philomina Bracy Linda Snider Sheryl McCandless Kevin Scharfe A.J. Miller

SUMMARY OF RECOMMENDATIONS

A full replacement of the theatre ceiling is recommended due to the natural aging and deterioration of the plaster and mesh construction, as well as concerns about the long-term stability and safety of the remaining ceiling. A partial patch option is included for comparison but is not endorsed by the architectural and engineering team due to ongoing safety concerns with the existing plaster ceiling area.

Both pricing options by Langlas include allowances for cleaning, structural shoring and scaffolding mobilization, carpentry, ceiling finishes (ranging from basic to premium materials), furnishings (theatre seats), fire suppression, and electrical components (including lighting and fans). The primary cost difference between the two options lies in the scope of seat replacement: the partial ceiling option includes replacement of only the balcony seats, while the full ceiling replacement includes all theatre seating. Otherwise, the overall pricing for both options are in a close range.

Art House reported that asbestos testing has been completed and returned negative results, removing that concern from the project scope. Additionally, a menu of "add alternates" has been outlined for consideration in the next steps. These may offer construction and project efficiencies if undertaken concurrently with the ceiling replacement. While some of these items may fall outside the scope of insurance coverage, they are included to support informed decision-making.

Part A: Likely Insurance Covered

1. **Partial Ceiling Patch Option –** (not our recommendation, but helpful for comparison), see attached for sf
    a. Demo: Light demo required to square off plaster area that collapsed, defer to you
        i. Extra Allowance: Potential for Asbestos Containing Material – ceiling testing is still pending results
    b. Mobilization: Typical shoring/scaffolding required, etc.
        i. Extra Allowance: We don't know the structural capacity of the balcony/main floor/basement to support extensive scaffolding, may need to provide additional shoring to the balcony/main floor/basement– please provide allowance for this
    c. Material: Gyp
    d. Molded Cornice: Complete replacement (approx. 140 linear feet of cornice)
    e. Replace can lights in partial area only (one row of lights)
2. **Full Ceiling Replacement Option** (our recommendation), see attached for sf
    a. Demo: All existing plaster theater ceiling, including the existing gyp patch
        i. Extra Allowance: Potential for Asbestos Containing Material – ceiling testing is still pending results
    b. Mobilization: Typical shoring/scaffolding required, etc.
        i. Extra Allowance: We don't know the structural capacity of the balcony/main floor/basement to support extensive scaffolding, may need to provide additional shoring to the balcony/main floor/basement– please provide allowance for this
    c. Material: Provide a range, low end = gyp board, high end = acoustic board (cutsheet attached)
    d. Molded Cornice: Complete replacement (approx. 140 linear feet of cornice)
    e. Replace can lights in entire theatre ceiling area
3. **Balcony Seating,** see attached for count
    a. Provide a per unit cost to replace seats, historical look
        i. We have a cutsheet on a similar historical theatre seat, Kevin at our office is tracking down

Part B: Likely not insurance covered, *but want to provide a high-level price to Client for help in their decision making*

Add Alternates Associated with this Work:

Add Alt 1: Update Balcony Seating Aisles

a. Widen aisles by removing one seat per row, see attached for markup
b. Add handrails at aisles for safety
c. New carpet throughout all balcony

Add Alt 2: Walls: Match Adjacent Existing Acoustic Spray Foam Walls to New Ceiling Material, see attached for markup (approx. 1,800 sf)

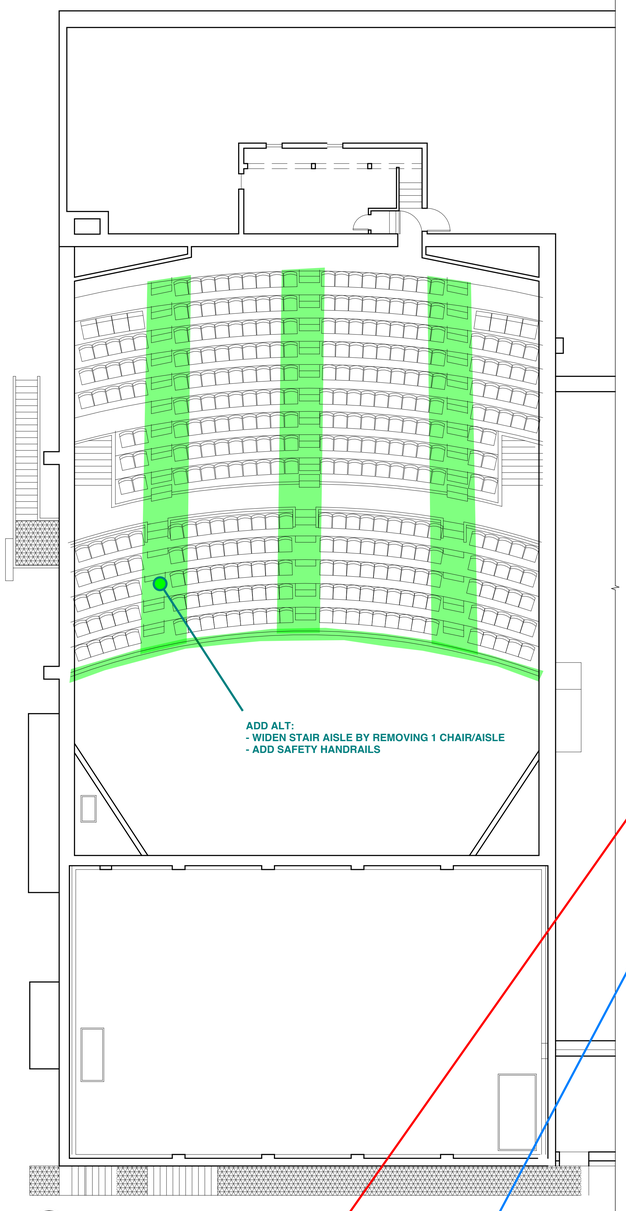
d. Material: Provide a range, low end = gyp board, high end = acoustic board (cutsheet attached)

Add Alt 3: Replace Mechanical Roof Top Units – current 2 roof top units are stuffed with insulation and not in use, shows signs of past moisture intrusion

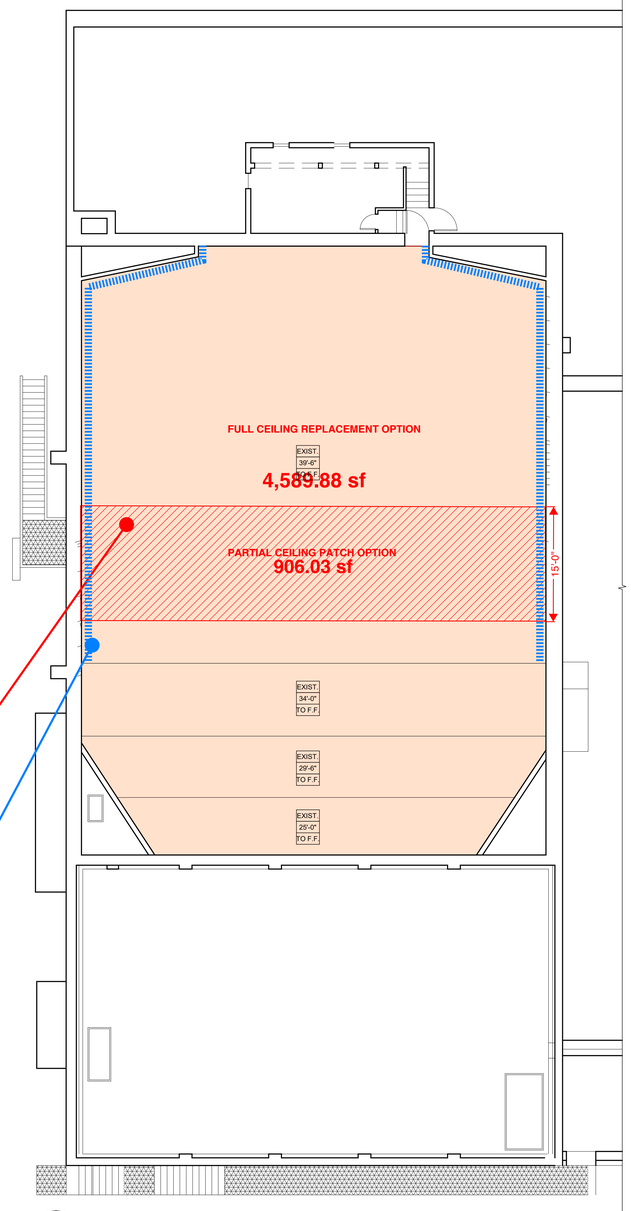
e. Replace 2 units

Add Alt 4: Full Roof Membrane Replacement with Added Roof Insulation (no insulation in attic space currently), see attached for sf

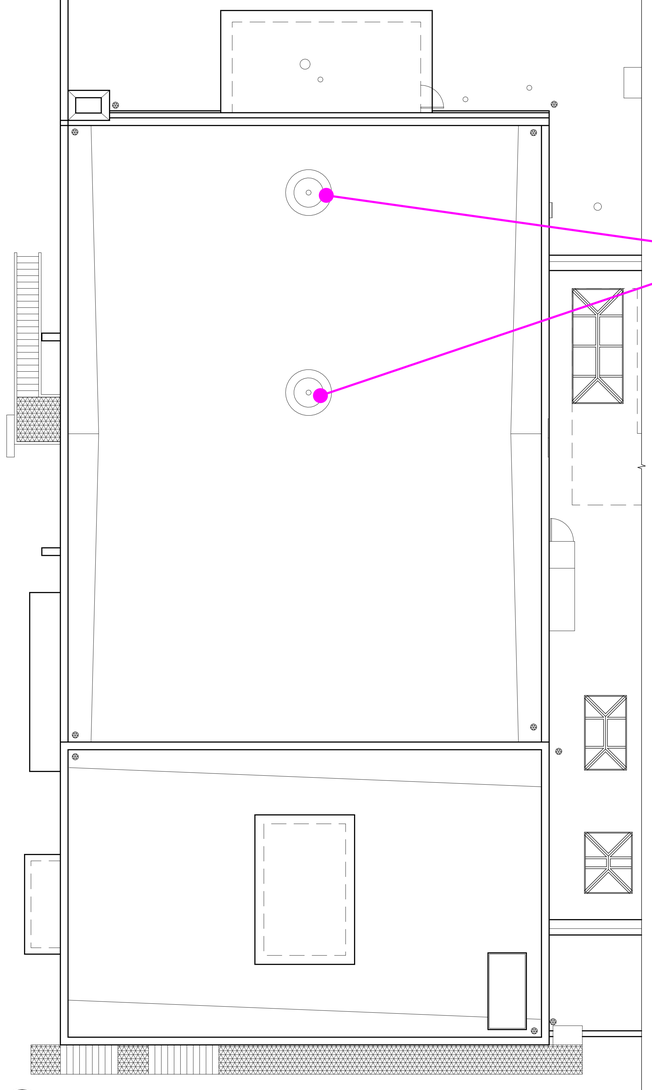
f. Material: Membrane roofing, rigid insulation, & coverboard



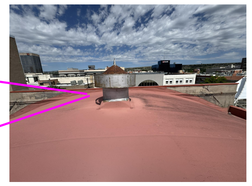
1 A101 BALCONY FLOOR PLAN
1/8" = 1'-0"



2 A101 REFLECTED CEILING PLAN
1/8" = 1'-0"



3 A101 ROOF PLAN
1/8" = 1'-0"

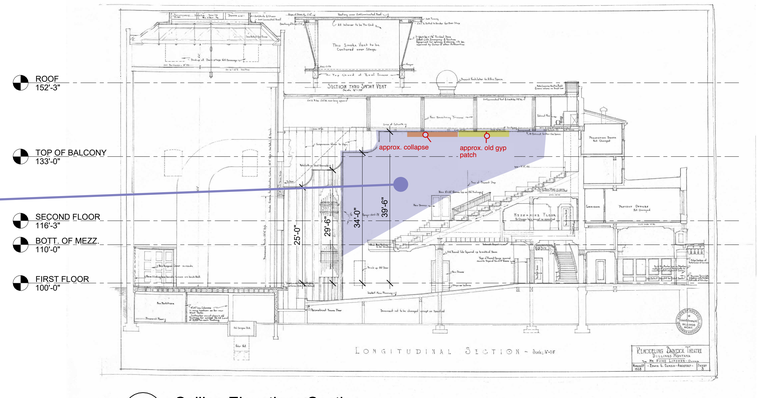


ADD ALT: REPLACE ROOFTOP UNITS (2)

PARTIAL CEILING PATCH OPTION

MOLDED CORNICE

ADD ALT: MATCH EXISTING SPRAY FOAM WALLS TO NEW CEILING MATERIAL (APPROX 900SF/WALL = 1,800 SF TOTAL)



4 A101 Ceiling Elevations Section
1/16" = 1'-0"

Cushing Terrell.
cushingterrell.com
800.757.9522

BABCOCK THEATRE
CEILING COLLAPSE

NOT FOR CONSTRUCTION

06.09.2025
PROJ# | Babcock Theatre - Master Arch

REVISIONS

Mezzanine Plans & Section

A101

NOT FOR CONSTRUCTION - PRELIMINARY DESIGN

Langlas & Associates
GENERAL CONTRACTORS

Babcock Theater Ceilings Partial Fix				6/17/2025
Based Upon:	Site Visits, Floor Plans from Cushing Terrell and Budget Pricing Verbiage from Cushing Terrell. This is for the Fallen Ceiling Area Only.			
	BUILDING			
DIVISION 1	**GENERAL CONDITIONS**			**$110,309.35**
	INCLUSIONS:		BID BY	
	Superintendent			
	Project Manager			
	Administration			
	Construction Dumpster			
	Equipment & Fuel			
	Phone			
	Toilet			
	Close-Out			
	Safety Supplies			
	EXCLUSIONS:			
	Builders Risk Insurance			
	Building Permit and Plan Review Fee			
	System Development or Impact Fees			
	Winter Conditions			
	Testing & Special Inspections			
	Temporary Utilities			
DIVISION 2	**CLEANING**			**$5,000.00**
	INCLUSIONS:		BID BY	
	Final Cleaning			
	Continues Construction Cleaning			
	EXCLUSIONS:			
DIVISION 2	**DEMOLITION**			**$275,600.00**
	INCLUSIONS:		BID BY	
	Demolition of Select Existing Conditions			
	Cleaning of Debree Throughout Theater			
	Scaffolding and Shoring			
	Dumpsters for Demolition			
	EXCLUSIONS:			
	Abatement - Matt Blakeslee Informed Langlas That Tests Came Back Negative			
	Saw Cutting			
DIVISION 3	**CONCRETE**			**$0.00**
	EXCLUDED			
DIVISION 4	**STONE/MASONRY**			**$0.00**
	EXCLUDED			
DIVISION 5	**STEEL**			**$0.00**
	EXCLUDED			
DIVISION 6	**CARPENTRY**			**$32,500.00**
	INCLUSIONS:		BID BY	
	Cornice Replacement of Damaged Areas			
	EXCLUSIONS:			
	Rough Wood Framing			
	Backing & Blocking			
	Exterior and Interior Sheathing			
	Light Gauge Metal Framing			
	Suspended Ceiling Framing			
	Soffit Framing			
	Trusses			
	Framing Hardware & Fasteners			
	Cabinets - Bases and Uppers			
	Countertops			
	Running Wood Trim - Casing, Base, Chair Rail, Crown, Caps, Etc.			
	Wood Wall Panels			
DIVISION 7	**THERMAL/MOISTURE PROTECTION**			**$0.00**
	EXCLUDED			
DIVISION 8	**DOORS AND WINDOWS**			**$0.00**
	EXCLUDED			

DIVISION 9	**FINISHES**			**$13,590.45**
	INCLUSIONS:		BID BY	
	Drywall - Hang & Tape			
	Painting - Interior			
		Level 2 Finishes: Plaster Ceiling and Acoustical Spray	*ADD: $19,403.46*	
		Level 3 Finishes: Acoustical Board	*ADD: $19,570.25*	
	EXCLUSIONS:			
	Wall Panels - FRP, Stainless			
	Finish Protection			
	Tile - Floors & Walls			
	Floor Leveling			
	Flooring - Carpet, Vinyl, Rubber, Wood			
DIVISION 10	**SPECIALTIES**			**$0.00**
	EXCLUDED			
DIVISIONS 11	**EQUIPMENT**			**$0.00**
	EXCLUDED			
DIVISIONS 12	**FURNISHINGS**			**$50,000.00**
	INCLUSIONS:		BID BY	
	Theater Seats - Replacing Damaged Seats Only = 100 Seats			
	EXCLUSIONS:			
DIVISIONS 13	**SPECIAL CONSTRUCTION**			**$0.00**
	EXCLUDED			
DIVISIONS 14	**COVEYING SYSTEMS**			**$0.00**
	EXCLUDED			
DIVISION 21	**FIRE SUPPRESION**			**$4,530.15**
	INCLUSIONS:		BID BY	
	Fire Suppression System - Head Updates and Maintenance			
	EXCLUSIONS:			
	Fire Suppression Design			
DIVISION 22	**PLUMBING**			**$0.00**
	EXCLUDED			
DIVISION 23	**MECHANICAL**			**$0.00**
	EXCLUDED			
DIVISION 26	**ELECTRICAL**			**$8,980.00**
	INCLUSIONS:		BID BY	
	Remove and Reinstall Existing Can Lights			
	Replace 2 Ceiling Fans with 6' Fans			
	Replace 1 Emergency Exit Light			
	EXCLUSIONS:			
	Electrical System			
	Generator or Backup System			
	Theater Lighting			
DIVISION 27	**COMMUNICATIONS**			**$0.00**
	EXCLUDED			
DIVISION 28	**ELECTRONIC SAFTEY AND SECURITY**			**$0.00**
	EXCLUDED			
DIVISION 31	**EARTHWORK**			**$0.00**
	EXCLUDED			
		TOTAL BUILDING		**$500,509.95**
	SITE			
DIVISION 32	**SITEWORK**			**$0.00**
	EXCLUDED			
		TOTAL SITE		**0.00**
		BUILDING & SITE TOTALS		**500,509.95**
		BUSINESS INSURANCE		**5,005.10**
		BOND	**ADD 1% IF REQUIRED**	**0.00**
		TOTAL COST OF WORK		**505,515.05**
		OH&P	**19.00%**	**96,047.86**
		TOTAL CONTRACT AMOUNT		**601,562.91**
		PROJECT CONTINGENCY	**5.00%**	**30,078.15**
		TOTAL PROJECT W/ CONTIG		**631,641.05**

ADD ALTERNATES				
ADD ALT 1	**Update Balcony**			**$398,433.00**
	Widen Aisles by Removing One Seat Per Row Totaling 294 Seats			
	Add Handrails at Aisles for Safety			
	New Carpet Throughout All Balcony			
ADD ALT 2	**Match Adjacent Existing Acoustic Spray Foam Walls to New Ceiling**			**$51,879.00**
	Drywall, Spray Acoustic Sound Insulation			
		Level 2 Finishes: Plaster Ceiling and Acoustical Spray	*ADD: $21,600.00*	
		Level 3 Finishes: Acoustical Board	*ADD: $38,880.00*	
ADD ALT 3	**RTU Replacement**			**$27,894.00**
	Replace Existing 2 RTU with Updated System			
	Patch Existing Roof at New RTU Location	*Deduct $3,000 if ALT 4 is Approved*		
ADD ALT 4	**Full Roof Membrane Replacement with Added Roof Insulation**			**$78,351.00**
	Membrane roofing			
	Rigid Insulation			
	Coverboard			

ADDITIONAL ADD OPTIONS				
	Updated All Can Lights With Brighter Light Fixtures That Are Dimmable			**$20,030.00**

Langlas & Associates
GENERAL CONTRACTORS

Babcock Theater Full Ceiling Replacement				6/17/2025
Based Upon:	Site Visits, Floor Plans from Cushing Terrell and Budget Pricing Verbiage from Cushing Terrell. This Includes the Full Ceiling from Back to the Front of the Stage Including the Bulbed Area Before the Stage.			
	BUILDING			
DIVISION 1	**GENERAL CONDITIONS**			**$110,387.58**
	INCLUSIONS:		BID BY	
	Superintendent			
	Project Manager			
	Administration			
	Construction Dumpster			
	Equipment & Fuel			
	Phone			
	Toilet			
	Close-Out			
	Safety Supplies			
	EXCLUSIONS:			
	Builders Risk Insurance			
	Building Permit and Plan Review Fee			
	System Development or Impact Fees			
	Winter Conditions			
	Testing & Special Inspections			
	Temporary Utilities			
DIVISION 2	**CLEANING**			**$5,000.00**
	INCLUSIONS:		BID BY	
	Final Cleaning			
	Continues Construction Cleaning			
	EXCLUSIONS:			
DIVISION 2	**DEMOLITION**			**$281,000.00**
	INCLUSIONS:		BID BY	
	Mass Demolition of Ceiling			
	Cleaning of Debree Throughout Theater			
	Scaffolding and Shoring			
	Dumpsters for Demolition			
	EXCLUSIONS:			
	Abatement - Matt Blakeslee Informed Langlas That Tests Came Back Negative			
	Saw Cutting			
DIVISION 3	**CONCRETE**			**$0.00**
	EXCLUDED			
DIVISION 4	**STONE/MASONRY**			**$0.00**
	EXCLUDED			
DIVISION 5	**STEEL**			**$0.00**
	EXCLUDED			
DIVISION 6	**CARPENTRY**			**$39,000.00**
	INCLUSIONS:		BID BY	
	Cornice Replacement Throughout Ceiling			
	EXCLUSIONS:			
	Rough Wood Framing			
	Backing & Blocking			
	Exterior and Interior Sheathing			
	Light Gauge Metal Framing			
	Suspended Ceiling Framing			
	Soffit Framing			
	Trusses			
	Framing Hardware & Fasteners			
	Cabinets - Bases and Uppers			
	Countertops			
	Running Wood Trim - Casing, Base, Chair Rail, Crown, Caps, Etc.			
	Wood Wall Panels			
DIVISION 7	**THERMAL/MOISTURE PROTECTION**			**$0.00**
	EXCLUDED			
DIVISION 8	**DOORS AND WINDOWS**			**$0.00**
	EXCLUDED			

DIVISION 9	**FINISHES**			**$114,747.00**
	INCLUSIONS:		BID BY	
	Drywall - Hang & Tape			
	Painting - Interior			
		Level 2 Finishes: Plaster Ceiling and Acoustical Spray	*ADD: $11,342.40*	
		Level 3 Finishes: Acoustical Board	*ADD: $71,602.13*	
	EXCLUSIONS:			
	Wall Panels - FRP, Stainless			
	Finish Protection			
	Tile - Floors & Walls			
	Floor Leveling			
	Flooring - Carpet, Vinyl, Rubber, Wood			
DIVISION 10	**SPECIALTIES**			**$0.00**
	EXCLUDED			
DIVISIONS 11	**EQUIPMENT**			**$0.00**
	EXCLUDED			
DIVISIONS 12	**FURNISHINGS**			**$168,000.00**
	INCLUSIONS:		BID BY	
	Theater Seats - Keeping Existing Seat Layout = 336 Seats			
	EXCLUSIONS:			
DIVISIONS 13	**SPECIAL CONSTRUCTION**			**$0.00**
	EXCLUDED			
DIVISIONS 14	**COVEYING SYSTEMS**			**$0.00**
	EXCLUDED			
DIVISION 21	**FIRE SUPPRESION**			**$9,179.76**
	INCLUSIONS:		BID BY	
	Fire Suppression System - Head Updates and Maintenance			
	EXCLUSIONS:			
	Fire Suppression System			
	Fire Suppression Design			
DIVISION 22	**PLUMBING**			**$0.00**
	EXCLUDED			
DIVISION 23	**MECHANICAL**			**$0.00**
	EXCLUDED			
DIVISION 26	**ELECTRICAL**			**$10,830.00**
	INCLUSIONS:		BID BY	
	Remove and Reinstall Existing Can Lights			
	Replace 2 Ceiling Fans with 6' Fans			
	Replace 1 Emergency Exit Light			
	EXCLUSIONS:			
	Electrical System			
	Generator or Backup System			
	Theater Lighting			
DIVISION 27	**COMMUNICATIONS**			**$0.00**
	EXCLUDED			
DIVISION 28	**ELECTRONIC SAFTEY AND SECURITY**			**$0.00**
	EXCLUDED			
DIVISION 31	**EARTHWORK**			**$0.00**
	EXCLUDED			
		TOTAL BUILDING		**$738,144.34**
	SITE			
DIVISION 32	**SITEWORK**			**$0.00**
	EXCLUDED			
		TOTAL SITE		**0.00**
		BUILDING & SITE TOTALS		**738,144.34**
		BUSINESS INSURANCE		**7,381.44**
		BOND	**ADD 1% IF REQUIRED**	**0.00**
		TOTAL COST OF WORK		**745,525.79**
		OH&P	**19.00%**	**141,649.90**
		TOTAL CONTRACT AMOUNT		**887,175.68**
		PROJECT CONTINGENCY	**5.00%**	**44,358.78**
		TOTAL PROJECT W/ CONTIG		**931,534.47**

ADD ALTERNATES				
ADD ALT 1	**Update Balcony**			**$398,433.00**
	Widen Aisles by Removing One Seat Per Row Totaling 294 Seats			
	Add Handrails at Aisles for Safety			
	New Carpet Throughout All Balcony			
ADD ALT 2	**Match Adjacent Existing Acoustic Spray Foam Walls to New Ceiling**			**$51,879.00**
	Drywall, Spray Acoustic Sound Insulation			
		Level 2 Finishes: Plaster Ceiling and Acoustical Spray	*ADD: $21,600.00*	
		Level 3 Finishes: Acoustical Board	*ADD: $38,880.00*	
ADD ALT 3	**RTU Replacement**			**$27,894.00**
	Replace Existing 2 RTU with Updated System			
	Patch Existing Roof at New RTU Location	*Deduct $3,000 if ALT 4 is Approved*		
ADD ALT 4	**Full Roof Membrane Replacement with Added Roof Insulation**			**$78,351.00**
	Membrane roofing			
	Rigid Insulation			
	Coverboard			

ADDITIONAL ADD OPTIONS				
	Updated All Can Lights With Brighter Light Fixtures That Are Dimmable			**$20,030.00**

Thank you.

PROJECT MANAGEMENT
Brad Sperry, Architect | Principal
Valerie Meier, Architect | Project Manager
ARCHITECTURE:
Kevin Nelson, Architect
INTERIORS:
Maggie Hardt, Interior Designer
ROOFING & ENVELOPE:
Brady Gauer, Roofing Envelope Specialist
CIVIL:
Caleb Minnick, Civil Engineer
STRUCTURAL:
Cole Moller, Structural Engineer
MECHANCIAL/PLUMBING:
Allyn Jorgenson, Mechanical Engineer
ELECTRICAL:
Brielle Griggs, Electrical EIT
Jeff Haidle, Electrical Engineer
SPECIAL SYSTEMS:
Holly Wigen, Electrical Designer
FIRE PROTECTION:
Mark Schaff, Fire Protection EIT

Cushing Terrell®

13 N 23rd St
Billings, MT 59101

cushingterrell.com

AMENDMENT TO BABCOCK LEASE AGREEMENT AND LOI FOR PURCHASE

The following documents are to give context to the conversations we (Art House Billings) have been having with City Staff around:

A: Getting the theater open in the best way possible and allows Art House to continue to use our funds for our mission/work vs. paying utilities and insurance for a space we can't even inhabit and we don't own.

B: What a potentail path for changing ownership of the theater could look like. This was done in response to City Staff asking Art House what this could look like.

Both documents presented (Lease Amendment and LOI for the building purchase) are meant as conversation starters with the hope that (if desired) we can find common ground as to what is best for the theater, Art House, and The City of Billings.

We have also attached the original lease for your review.

ART HOUSE
CINEMA & PUB

ART HOUSE
BILLINGS

Babcock
BY ART HOUSE BILLINGS

109 North 30th Street, Billings, MT | 406-534-1128 | www.arthousebillings.com

EMAIL SENT TO KEVIN IFFLAND ON DECEMBER 9TH, 2025

This letter is meant to clarify the intent and conditions Art House Billings would like to see from the City of Billings in our pursuit to reopen the Babcock Theatre along with taking over ownership of the historic property from the City (believing this is the desired outcome for the City).

The drafts submitted are meant to take the temperature of the appropriate City staff as Art House Board of Directors are still discussing and determining what they feel would be best moving forward. If there is a desire and willingness to have conversations around these terms, Art House is potentially interested in continuing in their lease and potential ownership of the Babcock. We know these documents would eventually need to be presented to the newly seated Council in 2026, but at this time we are focusing mainly on City staff and their response. We are happy to and will engage City Council members in this conversation when the time is right.

The documents presented:

1. **Babcock Lease First Amendment:** We have been paying utilities and insurance on the property through the theater's closure. With the terms the city originally negotiated with the Babcock ownership group, and no ability to generate any revenue at the theater (until the ceiling is replaced), Art House is asking the city to take over payment of utilities and insurance on the property until the theater can be reopened. We have also given this amendment a 3 year life in case our fundraising and reopening efforts become unattainable.

   This amendment would take a financial burden from Art House and allow us to missionally use our resources to reopen the theater and stay focused on our work (compared to paying for insurance and utilities on city property we can't even use).

2. **LOI To Purchase Babcock:** When we (Art House) signed the Babcock Management Lease in 2018 we truly believed we were partnering with the City of Billings to help restore, renovate, and reinvigorate this beloved space. Since that time the City has shown the financial challenges of this partnership especially as the theater is closed and (as the building owner) they are not able or willing to restore the property to working order for their tenant. We were also shocked to learn the City has no insurance on the property whatsoever.

Art House is willing to fundraise and work hard to partner with the City in this work, but at this point we feel the burden is solely on the tenant's shoulders.

This LOI is intended to show what we feel a proper transfer of ownership could look like for the closed property. The financial investment the City could make in the Babcock would not only help the theater reopen sooner, but Art House's intent is to start a Babcock Theatre endowment fund. These would be funds that generate an appropriate amount of resources that we can continue to invest in this historic theater for years to come. We believe this shows Art House, and more importantly the community, a fulfillment of the original intent of the City taking over ownership of the Historic Babcock Theatre

We know that resources are limited for the City at this time and our intent is not to be dismissive of that fact, but to work to find solutions with the City that will care for one of the most celebrated buildings in our community.

On a final note, our current plan (if we can find common ground with the City) is to launch a $5 Million Capital Campaign in 2026 to invest fully into the Babcock and see our community's vision and dreams for this theater come true. The funds received from the City are a part of that campaign and would be instrumental in securing donations, grants, and funding. We have employed Cushing Terrell to perform a full building assessment on the property to best understand critical needs and future planning. This campaign is meant to address this study and open up the Babcock to greater and more varied forms of programming and experiences for our community.

We know it is uncommon to find anyone who doesn't care about the Babcock.
We know many on City Staff and Council want to see the Babcock cared for in the best and most appropriate way possible.
We hope we can find the best path forward together.

Thank you,

Matt Blakeslee
Executive Director - Art House Billings

FIRST AMENDMENT TO AGREEMENT TO LEASE

Execution Date **November 1, 2018**
By and between **Art House Management LLC, A Montana Nonprofit Limited Liability Company** as Tenant(s)
and **The City of Billings, Montana,** as Landlord(s).

Amendment/Effective Date: _____, 20__

The terms and provisions of the above referenced Agreement to Lease are hereby accepted as to all terms and provisions, except as follows:

---

1. Section 2: Term and Possession of Premises: Landlord to grant Tenant up to three (3) years of expense relief as noted herein, known as the "Abatement Period". The Abatement Period shall begin on the Execution Date of this Amendment and continue through the First (1st) anniversary thereof and shall include two (2) one (1) year renewals which must be mutually approved by both Landlord and Tenant. Throughout the Abatement period, Tenant commits to provide biannual updates related to its reopening and remodel project to City Staff and Council as appropriate to aid in Landlord's decision-making process related to any renewals beyond the first year of the Abatement period. Throughout the entire Abatement period, Tenant shall have the one-time right to terminate this Lease without penalty, premium, or additional fee. Tenant may exercise this right by delivering written notice to Landlord at least ninety (90) days prior to the intended termination date. Upon the effective date specified in such notice, this Lease shall terminate, and neither party shall have any further obligations hereunder except for those that expressly survive termination.
2. Section 13: Taxes and Assessments: Upon full execution of this amendment, Landlord to pay all Taxes and Assessments named in Section 13 throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever, is sooner.
3. Section 14: Utilities: Upon full execution of this amendment, Landlord shall pay all Utilities and expenses, including common expenses, named in Section 14 throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever is sooner.
4. Section 16: Insurance:
    a. Subsection A: Commencing March 1, 2026, Landlord to be responsible for all insurance coverage and related premiums for the insurance coverage noted in Section 16 Subsection A throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever, is sooner. Landlord shall likewise provide Tenant with a copy of the declarations page of any insurance policies and name Tenant as an additional insured.
    b. Subsection B: Tenant shall maintain its own liability insurance coverage, naming Landlord as additionally insured.

c. Subsection C: Upon full execution of this amendment, Tenant to remove Lease Liquor liability insurance throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever, is sooner.

TENANT	LANDLORD
By:_____	By:_____
By:_____	By:_____
Date:_____	Date:_____

NAI Business Properties
Commercial Real Estate Services, Worldwide.

December 9, 2025

City of Billings
316 N 26th Street
Billings, MT 59101

Attn: Kevin Iffland

Re: Prospective Purchase of the Babcock Theatre, 2812 2nd Ave N, Billings, MT 59101

The purpose of this letter is to set forth the terms and conditions under which Art House Management LLC, A Montana Nonprofit Limited Liability Company ("Buyer") will enter into an agreement for the purchase of the referenced property ("Purchase and Sale Agreement"), including the land, real property and all infrastructure related to the operation of the property located thereon and any other rights, easements, benefits or intangibles owned, controlled or in use by Seller in connection with the current or previous operation of the property (hereinafter referred to as the "Property").

1. **Property. The Property** to be acquired by the Buyer is 2812 2nd Ave N, Billings, MT 59101. Tax ID A00642A, Legal Description: HISTORIC BABCOCK BUILDING (11), S03, T01 S, R26 E, UNIT 1A, 41% COMMON AREA INTEREST, LOC @ LTS 7-12 FRAC OF LT 6 BLK 93 BILLINGS ORIGINAL TOWNSITE

2. **Purchase Price.** The "Purchase Price" for the Property will be One Dollar **($1.00)** cash with contingencies as noted herein.

3. **Payment of Purchase Price.** The Purchase Price will be paid as follows:

   (a) Buyer will deposit into escrow One Dollar **($1.00)** upon opening of escrow ("Deposit"). The deposit shall become non-refundable upon full execution of the PSA.

   (b) Buyer will pay the balance between the Deposit and the Purchase Price at closing.

4. **Title, Survey & Title Insurance.** A Warranty Deed on close of escrow will convey title to the Property to Buyer. Title shall be conveyed subject to exceptions approved by Buyer. Seller will provide Buyer with a standard Owner's Policy of Title Insurance in the amount of the Purchase Price. In the event Buyer chooses to have an extended policy the buyer shall pay for the additional cost, if any. Title company to be selected at Seller's Choice.

5. **Escrow.** The escrow holder and title company will be Seller's Choice, or another company mutually agreed to.

6. **Contingencies.** Buyer shall have a one hundred eighty (180) day due diligence/contingency period to conduct any due diligence they deem necessary. Buyer to have three (3) additional thirty (30) day extension periods to accommodate for any delays related to contingency items below. Buyer's current Lease with Seller to terminate on the day of Closing.

   Contingencies to include:

   (a) Title Commitment Review
   (b) Buyer approval of Appraisal and Loan Commitment related to the acquisition plus remodel expenses
   (c) City Council Approved funds totaling $1,500,000 (one million, five-hundred thousand dollars)
      i. Funds to be allocated to Buyer via a combination of City general funds, CIP, TIF funds and/or a new endowment. Exact allocation of each to be discussed and mutually agreed upon by the parties.
      ii. TIF Fund reimbursement payment to be phased based on partial project completion per agreed upon project milestones, similar to the reimbursement process used for the 2025-2026 Babcock sign/marquee renovation.
   (d) Any/all other due diligence Buyer deems necessary in their sole discretion.

7. **Closing.** Close of escrow shall be no later than thirty days (30) following execution of the Purchase and Sale Agreement. All of the Deposit shall be applicable to the Purchase Price at closing.

8. **Closing Costs, Credits and Pro-Rations.** Seller will pay the cost of a standard form title policy and one-half of the escrow fees and documentary transfer taxes. All other costs will be allocated between Buyer and Seller in accordance with customary practice. Property taxes, utilities and any other matters will be pro-rated as of the close of escrow.

9. **Rights of Entry.** During escrow, Buyer will have the right to enter the Property for any purpose in connection with its purchase of the Property and conduct such inspections, as Buyer deems necessary. Buyer will keep the Property free and clear of all liens and repair or replace any damage (if any) resulting from such entry.

10. **Buyer's Default.** In the event of a default by Buyer, Seller will be entitled to the amount of any non-refundable deposits in escrow as liquidated damages and as Seller's sole and exclusive remedy against Buyer.

11. **Seller's Default.** In the event of a default by Seller, Buyer will be entitled to sue for damages, including, but not limited to specific performance.

12. **Assignment.** Buyer shall have the right to assign its interest to another entity by giving written notice thereof to Seller and escrow holder prior to the closing date.

13. **Preparation of Purchase Agreement.** Within ten (10) business days of mutual acceptance of this non-binding letter, Buyer shall present a Purchase Agreement to Seller. Buyer and Seller agree to work in good faith to agreement on the Purchase Agreement. During such time, Seller shall not consider any other proposals to purchase the Property and shall inform all inquiries that the Property has been withdrawn from the market.

14. **Real Estate Broker's Commission.** None

15. **Non-Binding Effect.** This letter is not a binding agreement on either party, except as it relates to Seller not considering other offers for the Property and is subject to the execution of a mutually acceptable purchase and sale agreement.

NAI Business Properties
Commercial Real Estate Services, Worldwide.

APPROVED AND ACCEPTED

Art House Management LLC

By: _____

Date: _____

City of Billings

By: _____

Its: _____

Date: _____

3412 Colton Blvd Ste 201
Billings, Montana USA 59102
+1 406 256 5000

naibusinessproperties.com

City of Billings

BABCOCK THEATER LEASE AGREEMENT

THIS BABCOCK THEATER LEASE AGREEMENT (this "Lease" or this "Agreement") is made effective the 1st day of November 2018, by and between THE CITY OF BILLINGS, MONTANA of 210 N. 27th Street, Billings, MT 59101 ("City"), and ART HOUSE MANAGEMENT LLC, A MONTANA NONPROFIT LIMITED LIABILITY COMPANY, of 109 North 30th Street, Billings, MT 59101 ("Lessee").

WITNESSETH

1. Description of Leased Premises and Uses.

Effective November 1, 2018, City leases to Lessee and Lessee leases from City, for the purpose of establishing and operating a performing arts center dedicated to the presentation and development of all of the performing arts for the benefit of the public, certain land, improvements, structures, and appurtenances more particularly described as follows (the "premises"):

> Real property commonly known as the Babcock Theatre, located at 2810 ½ 2nd Avenue North, in Billings, Montana, more accurately described as:
>
> Unit 1A together with an undivided 41 percent interest in the general common elements and limited common , if any, elements of HISTORIC BABCOCK BUILDING, Billings Original Townsite, a condominium project located on all of Lots 7-12 and a fractional portion of Lot 6 all in Block 93, according to the official plat on file in the Yellowstone County, Montana, Clerk and Recorder under Document No. 16312, as the unit boundaries and general and limited common elements are stablished, defined and identified in the Declaration of Unit Ownership for the Historic Babcock Building recorded June 25, 2010, under document No. 3553865, and the First Amendment to Declaration of Unit Ownership for Historic Babcock Building recorded on May 29, 2018, under Document No. 3850322, in the Yellowstone County, Montana Clerk and Recorder office.

As used herein, the "premises" refers to the portion of building, and any and all improvements located, constructed or established upon the property described above, whether made prior to the commencement of the term of this Lease, during the term of this Lease, or during the renewal term thereof.

Lessee understands that the premises includes: the theater area including main level, balcony, second floor concession areas and green room. The use of the Arcade Area shall be in accordance with the Historic Babcock Property Owner's Association's (HBPOA) Condo Bylaws and any amendments made to Bylaws thereafter, which are attached to this Lease Agreement as Attachment A.

2. Term and Possession of Premises.

Upon execution of this lease, the term of this lease shall be fifteen (15) years, with options to renew pursuant to Paragraph 27 of this Agreement. Notwithstanding the foregoing sentence, City and Lessee acknowledge that Lessee has been operating the Premises since August 1, 2018. It is understood that Lessee is responsible for all expenses related to the Babcock Theatre, and also retains net revenues for said property.

City acknowledges and agrees that (a) alcoholic beverages may be sold at the premises from time to time, (b) Cine Billings, a Montana nonprofit corporation doing business as Art House ("Art House"), is the sole member of Lessee, and (c) Art House owns a nonprofit arts on-premises beer and wine license and Lessee is authorized to sublease the premises to Art House solely for the purpose of alcoholic beverage sales, provided that Art House first completes the insurance requirements of Paragraph 16 of this Lease.

3. Rent.

The City recognizes the value to the City of Billings and its citizens of the development, continued use, and improvement of the premises as a performing arts center. In consideration of the above and the covenants and conditions of this Lease Agreement, Lessee agrees to pay the City rent for the premises in the amount of $1.00 each year, payable on the date of this Lease Agreement and yearly on the anniversary of that date, for the full term of this Lease.

4. Signage.

Lessee shall have the right, at its expense, to select, install and maintain any signage so long as it fits within the original design and historic intent of the Premises and any HBPOA rules and/or policies, as well as in accordance with State or City of Billings ordinances.

5. Covenants of Use.

Lessee covenants and agrees to use the premises for general theater use to include, but not be limited to, movies, concerts, non-profit events, musical concerts, public speaking events and other special events mimicking the spirit of the previously listed activities. Intended use is outlined in the Proposal (Attachment B).

6. Funding of Repairs and Renovations.

City shall not be required to make any improvements, replacements of any kind or character to the leased premises except as provided below. Lessee shall not be obligated to make any renovations or improvements to the premises which are not authorized by the City and the HBPOA and mutually agreed to by Lessee.

City shall provide Lessee funds as approved through the budget process by the Mayor and Council for improvements to the premises. Lessee shall make recommendations to City regarding improvements, however, City shall make final determination and approval of improvements.

Normal repairs within the Theater which do not exceed $9,999.99, within the calendar year, in the aggregate, will be undertaken by the Lessee as soon after discovery as can reasonably be arranged. Competition for the procurement of goods and services shall be competed through the normal City process for improvements/repairs/equipment which exceed $9,999.99. Any single expenditure exceeding $79,999.99 must receive prior approval from the City Council. The time or date when such renovations and improvements shall be made and shall be coordinated with the City, the Lessee and the HBPOA. Lessee shall provide City with such reasonable information as Lessee has developed concerning such renovations and improvements as may be requested by City.

The Parties have created and will maintain a committee of at least five (5) interested parties as an advisory group known as the "Babcock Improvements Committee," who shall meet as needed, but at least annually, to review and approve all repairs and improvements to the Theater. To the extent possible, the Parties and Committee shall identify the desired projects for each year. The Parties acknowledge that such priorities may change on an as-needed basis.

The City's purchasing procedures shall not apply to any renovations and improvements made by Lessee at their own expense, without payment or reimbursement by the City; however, all renovations and improvements of $500 or more shall be approved by the Babcock Improvements Committee and through the normal donation acceptance process by the City Council.

All renovations and improvements made by Lessee shall conform to applicable codes, ordinances, laws and regulations of the City of Billings and any other governmental authority or agency, and in accordance with HBPOA bylaws, and shall be owned solely by the City and remain with the property.

7. Warranties of Title and Quiet Possession.

City covenants that City has a right to occupy the premises and has the full right to make this Lease and that Lessee shall have quiet possession of the premises during the term hereof.

8. Use Prohibited.

Lessee shall not use, or permit the demised premises, or any part thereof, to be used, for any unlawful or illegal purpose or purposes that violate Federal, State or City of Billings ordinances or resolutions.

9. HBPOA Non-Compete Clause.

No uses shall be allowed that are in direct competition with the existing businesses of the Babcock Building, as a main source of income by the Lessee. For purposes of clarification, the sale of alcoholic beverages and concessions and occasional displays of works of art shall not be considered direct competition with existing businesses of the Babcock Building.

10. Waste and Nuisance Prohibited.

During the term of this Lease, Lessee shall comply with all applicable laws affecting the premises, the breach of which might result in any penalty to City or forfeiture of City's title to the premises. Lessee shall not commit or suffer to be committed any waste on the premises, or any nuisance.

11. Abandonment of Premises.

Lessee shall not vacate or abandon the demised premises at any time during the term hereof. If Lessee shall abandon, vacate, or surrender the demised premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the demised premises shall, at the option of the City, be deemed to be abandoned unless appropriate arrangements for removal have been agreed to by City and Lessee.

12. Notices.

All notices, demands or other writings in this Lease provided to be given or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To City:	The City of Billings ATTN: City Administrator 210 North 27th Street Billings, MT 59101
To Lessee:	Art House Management LLC ATTN: Matt Blakeslee 109 North 30th Street Billings, MT 59101
With copy to:	City Attorney's Office P.O. Box 1178 Billings, MT 59103-1178

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

13. Taxes and Assessments.

a) From and after November 1, 2018, it is agreed that the premises shall be subject to, and Lessee shall pay and discharge as they become due, such taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, only to the extent such charges are imposed on other buildings owned by City.

b) From and after November 1, 2018, it is agreed that the premises shall be subject to, and Lessee shall pay and discharge as they fall due during the term of this Lease, such special assessments, levies or charges, made by any municipal or political subdivision for local improvements only to the extent that such charges are imposed on other buildings owned by City.

c) The City shall render payment for all items above and provide invoice(s) to Lessee for payment of such within 30 days of invoice date.

14. Utilities.

Effective November 1, 2018, Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, pro-rata share of HBPOA common expenses, and other public utilities of every kind furnished to the demised premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the demised premises and all activities conducted thereon, and City shall have no responsibility of any kind for any thereof.

The City shall render payment for all separately metered utilities and those assessed by the HBPOA and provide invoice(s) to Lessee for payment of such within 30 days of invoice date.

15. Fees.

Lessee shall solely be responsible for obtaining and paying for any and necessary licenses and/or royalties required by law. Lessee solely shall be responsible for making any necessary payments to any union, guild or artists associations. The City assumes no responsibility for these fees. Lessee represents and warrants to the City that nothing contained in the performances, the merchandizing or anything else connected with the Lessee's performance pursuant to this Agreement shall violate or infringe on any patent, copyright, trademark, right of privacy or other statutory or common law right of any person, firm, corporation or other entity. Lessee warrants

that it shall obtain all licenses necessary in connection with the performances and/or sale of merchandise and agrees to supply copies thereof to the City (if requested) not less than five (5) days prior to the event date. The Lessee warrants that it has paid or will pay when due all necessary royalties due or license fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), the Society of European State Authors and Composers (SEASAC), and any other similar organization.

16. Insurance.

a) Insurance Coverage of Demised Premises. Except as otherwise provided herein, Lessee shall at all times during the full term of this Lease and at Lessee's sole expense insure the demised premises with fire and extended coverage insurance in an amount equal to the replacement cost of the demised premises (which City and Lessee agree is presently $845,000.00) with loss payable to City, Lessee, and the holder of any mortgage as their interests. City agrees that the premises may be so insured under any such insurance policy maintained by or in the name of the City, but the applicable portion of any premium paid by the City which relates to the premises shall be paid by the Lessee within thirty (30) days after notice to Lessee that City has made such payment. The City reserves the right to increase the minimum limits of coverage during the term of the agreement. The Responder shall provide a certificate of insurance in force and providing City shall be notified at least thirty (30) days before any cancellation or termination of said policy.

b) Liability Insurance. Lessee shall maintain in effect throughout the term of this Lease liability insurance covering the demised premises, appurtenances, sidewalks, and parking lots (if applicable) abutting thereon in the minimum amount of Two Million Dollars, ($2,000,000.00), combined single limits of liability for each occurrence for bodily injury or property damage regardless of the number of persons or organizations who sustain bodily injury or property damage or the number of claims made, or suits brought, on account of bodily injury or property damage.

Such insurance shall specifically insure Lessee against all liability assumed by them hereunder, as well as liability imposed by law and shall insure both City and Lessee. City and HBPOA shall be endorsed on any policies as a primary, additional named insured.

In addition, said policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without thirty (30) days written notice to the City.

Lessee agrees that the premises may be so insured under any such insurance policy maintained by the City, but the applicable portion of any premium paid by the City which relates to the premises shall be paid by the Lessee within thirty (30) days after notice to Lessee that City has made such payment.

Unless the above insurance coverages are provided under policies maintained by the City, at least twenty (20) days prior to the date of expiration of any of the insurance policies above mentioned, the Lessee shall deliver to the City a certificate of renewal of such policy indicating payment of the premiums therefore. All insurance policies carried by either party covering the property or the demised leased premises shall expressly waive any right, including subrogation, on the part of either party against the other. All policies shall require the insurance companies to notify the City in writing prior to any cancellation of the insurance.

c) Lessee shall maintain in effect throughout the term of this Lease Liquor liability insurance in the minimum limit of $1,000,000 each occurrence, naming the City as an additional insured.

d) The City shall pay for and maintain property insurance and provide invoice(s) to Lessee for payment of such within 30 days of invoice date.

17. Indemnification of City and Lessee.

Lessee agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all claims, demands, losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorney fees occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission by Lessee or its agents, subcontractors or employees.

City agrees to indemnify, defend and save Lessee, its agents, subcontractors and employees harmless from any and all claims, demands, losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorney fees occasioned by, growing out of or in any way arising or resulting from any intentional or negligent act or omission by City, its agents or employees.

18. Default.

In the event Lessee shall be in default of any covenant, agreement or condition provided for in this Agreement, or abandon or vacate the demised premises, or become a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or, in the event of a receiver or trustee being appointed for Lessee, then upon the occurrence of any one or more of such defaults, and after Lessee has been given notice by certified mail of such default, Lessee shall have thirty (30) days from the mailing of such notice within which to correct such default or defaults, and if no such corrections are made, City, in addition to any other rights or remedies it may have shall have the immediate right of re-entry and may remove all persons and property from the premises and may terminate this Lease, or at the option of the City, the City may proceed against the Lessee for all rentals to accrue under this Lease, or extension thereof. Either party may seek any legal or equitable remedy.

19. Waiver.

The failure of City to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that City may have regarding that specific instance only, and shall not be deemed a waiver of (1) City's right to insist on strict performance of the same or any other of the terms and conditions of this Agreement at any time subsequent thereto or (2) City's rights or remedies for any other subsequent breach or default in any terms or conditions.

20. Mortgages.

With the exception of the hiring of contractors who may have the right to record a notice of right to claim lien or a construction lien, Lessee shall have no right to place mortgages or have liens placed on the premises in connection with any renovations or improvement, without the written approval of City. Lessee shall promptly pay any such contractors. City shall have no right to place mortgages or have liens placed on the premises without the written approval of Lessee.

21. Repairs and Destruction of Improvements.

a) Maintenance of Improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to City, keep and maintain the demised premises and all appurtenances thereto, including sidewalks, and parking lots adjacent thereto, in good, sanitary, and neat order, condition and repair, and shall, subject to the conditions described in subparagraph (b) below, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever, to the demised premises or any building, or improvements thereon except to the extent that insurance proceeds are available in accordance with subparagraph (b) below. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised premises, the improvements thereon or any activity or condition on or in such premises.

b) Damage and Destruction of Improvements. Except as stated herein, the damage, destruction or partial destruction of any part of the premises shall not release Lessee or City from any obligation hereunder. If insurance is maintained in the name of City pursuant to paragraph 15(a), it is agreed that any proceeds covering damage or destruction of the premises shall be made available to Lessee for such repair or restoration. If the premises are partially damaged but remain usable for their intended purpose with little or no interruption to Lessee for repairs, Lessee shall use all available insurance proceeds to, so far as such proceeds allow, promptly repair and restore the same. If the premises are substantially damaged or destroyed and thereby rendered completely unusable for their intended purpose, or their repair or reconstruction would

substantially interrupt the operations of Lessee, the parties shall mutually agree on how insurance proceeds resulting from the loss shall be used for the repair, rebuilding, new construction, and/or relocation of a performing arts center or facilities supportive of a performing arts center.

22. Right to Sublease.

Lessee shall not have the right to sublease or assign the demised premises in whole or in part except as allowed by Paragraph 2 or upon the express written consent of the City. Nothing in this paragraph shall limit or restrict Lessee's ability to rent, license, let, or otherwise contract the premises in whole or in part for short-term use by performance groups and other users in a manner typical of a theater or performing arts center.

23. Surrender.

Upon the expiration or other termination of this Lease and any renewal thereof, Lessee shall quit and surrender to City the demised premises broom clean, in good order and condition, ordinary wear and damage by elements excepted.

24. Parties Bound.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the successors, assigns, or trustees of the parties hereto.

25. Net Lease.

It is the intention of the parties hereto that this should be a net lease and City shall have no obligation whatsoever, except as herein specified, to make any expenditures for any reason whatsoever in connection with the leased premises, other than what is outlined herein.

26. All Rights and Remedies To Be Cumulative.

In the event of a breach of this Agreement, and unless expressly limited or supplemented herein, the parties shall have all remedies normally available to them whether by terms of contract, statute, or common law. In addition to any remedies for default given to City pursuant to paragraph 18 above, or by law, City and Lessee, in the event of a breach or a threatened breach by Lessee or City of any of the terms or conditions hereof, shall have the right of injunction to restrain the other party and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

The rights and remedies given to the parties in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by a particular party, shall be deemed to be in exclusion of any of the others herein, or by law or equity provided. Either party may

seek any legal or equitable relief to cure, correct or remedy any default, to recover any damages for any default or to obtain any other remedy consistent with the purpose of this Lease Agreement.

27. Renewal of Lease.

If Lessee is not in material default under the terms and covenants of this Agreement, then Lessee may renew this Agreement at the expiration of the term described in paragraph 2 for three (3) additional five (5) year terms on the same terms and conditions, subject to the renewal procedures described herein. Lessee shall provide City with written notice of its intent to renew at least ninety (90) days before the applicable term of the Agreement expires. Rent for all renewal terms shall be $1.00, annually, with the same payment schedule as described for the original term.

28. Miscellaneous.

Notwithstanding anything to the contrary herein contained, the successful party in any litigation resulting from the dispute between the parties in connection with this Lease shall be entitled to reasonable attorney's fees.

29. Inspection of Premises.

City shall have free access to the demised premises at all reasonable times for the purpose of examining or inspecting the conditions thereof or in order to exercise any right or power granted by law or reserved to City under the terms and provisions of this Lease Agreement.

30. Time of Essence.

Time is of the essence in all provisions of this Lease.

31. Governing Law and Venue.

It is agreed by and between the parties hereto that this Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

32. Relationship of Parties.

It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant and that this Lease shall not be construed as a joint venture or partnership. Lessee is not and shall not be deemed to be agent or representative of City.

33. Amendments in Writing

Any addenda or amendments to this Lease, including but not limited to any extensions of the initial term of this Lease shall be valid only if in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

By _____
WILLIAM A. COLE, MAYOR

ART HOUSE MANAGEMENT LLC, LESSEE

By _____
MATT BLAKESLEE
MANAGER

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY ATTORNEY

ATTACHMENT A

HBPOA CONDO BYLAWS
AND
FIRST AMENDMENT TO
DECLARATION OF UNIT OWNERSHIP

ATTACHMENT B

CINE BILLINGS (DBA ART HOUSE) PROPOSAL DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

Date: September 5, 2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PayneWest Insurance, Inc. - Select PO Box 4386 Missoula, MT 59806-4386	CONTACT NAME: PHONE (A/C, No, Ext): / FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Admiral Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Art House Cinema & Pub 109 N 30th St Billings, MT 59101		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY _X COMMERCIAL GENERAL LIABILITY __ CLAIMS MADE _X OCCURRENCE GEN AGG LIMIT APPLIES PER: _X POLICY __ PROJECT __ LOCATION			CA-000031850-01	8/29/2018	8/29/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
	GENERAL LIABILITY __ COMMERCIAL GENERAL LIABILITY __ CLAIMS MADE _X OCCURRENCE GEN AGG LIMIT APPLIES PER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED PAY GENERAL AGGREGATE PRODUCTS/COMP OPS	
A	_X POLICY __ PROJECT __ LOCATION __ xEXCESS LIAB __ CLAIMS-MADE __ DED __ RETENTION $			GX-000001596-01	8/29/18	8/29/19	EACH OCCURRENCE GEN AGGREGATE	1,000,000 2,000,000
	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YN (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PROD COMP OPS PERSONAL & ADV INJURY __ WC STATUTORY LIMITS __ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	2,000,000 $1,000,000 1,000,000
A	Excess- Liquor Liability			GX-000001596-01	8/29/18	8/29/19	EACH COMMON CAUSE AGGREGATE LIMIT	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is listed as an additional insured

CERTIFICATE HOLDER	CANCELLATION
City of Billings 390 N 23rd St Billings MT 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE: COCHRANE & COMPANY, A DIVISION OF COCHRANE AGENCY INC Tom Cochrane

MOLD DISCLOSURE
STATEMENT

In connection with the lease of **THE BABCOCK THEATER, 2810 ½ 2nd Ave. North, Billings, Montana** (the "Building"), which space constitutes inhabitable real property under the Montana Mold Disclosure Act (the "Act"), the **City of Billings, Montana, 210 N. 27th Street, Billings, Montana 59101**, hereinafter referred to as "Landlord," hereby provides the following disclosure:

1. **Statutory Mold Disclosure.** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

2. **Knowledge of Mold.** By checking the box next to the applicable statement, the Landlord makes the following disclosure:

☒ The Landlord has no knowledge of the presence of mold in the Building.

☐ The Landlord has knowledge that mold is present in the Building and hereby makes the disclosure of such mold to the Tenant.

Based on the report from ASAP Property Inspections, LLC, dated July 18, 2017, the presence of mold in the Premises has not been reported.

3. **Testing of Building.** By checking the box next to the applicable statement, the Landlord makes the following disclosure:

☒ The Landlord has no knowledge that the Building has been tested for mold.

☐ The Building has been tested for mold. The Landlord has provided the Tenant with (i) a copy of all results of the testing that are available to Landlord, and (ii) a copy of documents or evidence of any subsequent mitigation or treatment. The Tenant hereby acknowledges receipt of said copies.

It is expressly provided that the furnishing of any test results and evidence of mitigation or treatment is not and shall not be construed as a promise, warranty, or representation of any sort by the Landlord, or by Landlord's officers, employees, agents or property managers.

If the Tenant contracts for testing of the Building for mold, then Tenant agrees to provide a copy of the results of the test, if available, to Landlord.

4. **Acknowledgment of Disclosures.** The Tenant, by signing a copy of this statement, expressly acknowledges receipt of this Disclosure Statement and acknowledges the specific disclosures set forth herein. Neither the Landlord nor its officers, employees, agents or property managers shall be liable in any action based on the presence of or propensity for mold in the Building that is subject to any rental or lease agreement.

DATED this 15th day of November, 2018.

CITY OF BILLINGS

By: William A Cole
Its: mayor
"Landlord"

ART HOUSE MANAGEMENT, LLC

By: _____
Its: Executive Director
"Tenant"