

11/04/2019

Justin Dionne
Executive Director
Cain Center for the Arts
Post Office Box 1443
Cornelius, NC 28031

Re: Engagement Letter for Cain Center for the Arts Integration Support

Dear Mr. Dionne:

I am pleased to confirm that Deloitte Consulting LLP ("Deloitte Consulting") will provide consulting services as set forth in this Engagement Letter (the "Services") to assist Cain Center for the Arts (the "Client") in connection with Client's integration model for the Cornelius Arts Center (the "Project").

OUR UNDERSTANDING OF YOUR OBJECTIVES

The Cain Center for the Arts (in alignment with the Town of Cornelius) has decided to integrate with the Cornelius Arts Center, to operate as one organization under the leadership and branding of the Cain Center for the Arts. This integration will be a delicate undertaking seeking to bring cost reductions and increased revenues due to organizational synergies and optimization opportunities while being careful not to negatively impact the Center's brand or alienate the current customers. The Cain Center for the Arts needs a model on integration impacts and general insights to inform their integration planning.

PROJECT SCOPE AND APPROACH

Deloitte Consulting will assist the Client with the following activities associated with the Project:

- Documenting the current state programming, pricing, revenue, and operating costs for the Cornelius Arts Center
- Developing an interactive model (in excel) for adjusting programming offerings, pricing, and impacts on revenue; including an estimated impact on customer attrition
- Creating general considerations for Cornelius Arts Center integration and the thresholds for programming and operating expense changes over the next few years

Client and Deloitte Consulting agree to work in a collaborative, cooperative manner. Deloitte Consulting expects to assist with these activities as outlined in the following table. Client agrees to assign appropriate personnel to the Project to complete tasks identified in the following table.

Objectives	Deloitte Consulting Role	Client Role
Launch Project Team	<ul style="list-style-type: none"> - Identify project team members - Confirm project scope - Create orientation materials - Schedule launch team meeting 	<ul style="list-style-type: none"> - Provide Center context and objectives - Provide milestones and dates that need to be considered by the Project - Participate in project team orientation
Structure Data Sets and Develop Model Framework	<ul style="list-style-type: none"> - Index materials received, review content and make inquiries in advance of producing deliverables - Research and gather additional materials - Present sample framework model 	<ul style="list-style-type: none"> - Gather and provide hardcopy and electronic materials along with descriptions and interpretation of content - Review and provide feedback on framework model
Create and Refine Integration Model	<ul style="list-style-type: none"> - Prepare working session materials - Facilitate working session and document results - Refine the integration model 	<ul style="list-style-type: none"> - Provide materials and insights as requested in advance of the working session - Participate in the working session - Review and edit the draft integration model outputs
Document Insights & Knowledge Transfer	<ul style="list-style-type: none"> - Finalize the integration model, present the tool and insights to the Center task force 	<ul style="list-style-type: none"> - Provide feedback on the integration model for finalization

PROJECT TIMELINE

Project timeline may be dependent on engagement from key stakeholders, availability of personnel, and logistical considerations. If needed, the project timeline will be adjusted accordingly.

Objective	Nov.	Dec.	Jan.
Launch Project Team			
Structure Data Sets and Develop Model Framework			
Create and Refine Integration Model			
Document Insights & Knowledge Transfer			

PROJECT ROLES AND RESPONSIBILITIES

Client understands that a joint team will promote the success of the Project. Joint project teams significantly increase the potential for project success by reducing communication barriers and improving the probability that the findings of the project will be understood and accepted. Client shall commit the necessary skilled resources and management time, as described below, to support Deloitte Consulting's Services, and to accomplish the objectives of the Project in a timely manner.

Deloitte Consulting expects to assign the following personnel to provide the Services. Deloitte Consulting reserves the right to adjust this team. Given the pro bono nature of the project, personnel who are available at the beginning of the project may become unavailable due to the business requirements of Deloitte Consulting. Should this happen, Deloitte Consulting will endeavor to identify other available personnel.

Role	Name	Responsibilities	Time Commitment (Approximate Hours Per Week)
Client Sponsor	Justine Dionne	<ul style="list-style-type: none"> Serve as primary liaisons to Deloitte team Facilitate connections to Client team as needed Actively participate in interviews and reviews Provide data / information required for development of Focus Areas 	2
Project Sponsor	David Rizzo	<ul style="list-style-type: none"> Review and sign off on project scope and final deliverables Be available to Client if any concerns arise that cannot be resolved by the Project Advisor 	0.5
Team Lead	Zack Toof	<ul style="list-style-type: none"> Serve as primary point of contact for Client Manage project delivery day-to-day Lead meetings and read-outs on behalf of the project team 	4
Team Member	TBD	<ul style="list-style-type: none"> Drive project delivery (focused on model development) 	5
Team Member	TBD	<ul style="list-style-type: none"> Drive project delivery (focused on model development) 	5

When assigning personnel who are foreign nationals to perform Services, Deloitte Consulting may be required by the United States Citizenship and Immigration Services to provide written confirmation of its engagement by the Client and that some Services may be performed by foreign nationals in Deloitte Consulting's employ in the United States. For the purpose of such confirmation, upon Deloitte Consulting's request, the Client agrees to provide Deloitte Consulting with a letter in the form attached (as Exhibit A).

ASSUMPTIONS

The following is a list of the assumptions and expectations (the "Project Assumptions") upon which Deloitte Consulting has relied in agreeing to perform the Services.

- Project timeline may be dependent on engagement from key stakeholders and logistical considerations; if needed, the project timeline and/or Deloitte Consulting team members will be adjusted accordingly.
- Client may request that Deloitte Consulting perform additional services that are not encompassed by this Engagement Letter. However, such additional services are out of scope for this Engagement Letter. Deloitte Consulting may perform such additional services upon receipt of an addendum or separate signed agreement with terms and conditions that are mutually acceptable to Deloitte Consulting and Client.
- Deloitte Consulting has the right to use the Client name and logo in its deliverables for this project, as well as indicated in the GBTs. Such use of the logo will be used in promotional materials to recruit talent within Deloitte Consulting and to initiate new projects with nonprofit clients.
- Client will not provide Deloitte Consulting any Protected Health Information or Personally Identifiable Information in connection with the Project. Client will immediately notify Deloitte Consulting if any such access is provided.

This Engagement Letter, together with the General Business Terms attached hereto as Exhibit B and incorporated herein, constitute the entire agreement between the Cain Center for the Arts and Deloitte Consulting with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by the mutual written agreement of the Cain Center for the Arts and Deloitte Consulting.

Please indicate your acceptance of this Engagement Letter by signing in the space provided below and returning this engagement letter to us. A duplicate of this Engagement Letter is provided for your records.

Very truly yours,

DELOITTE CONSULTING LLP

By:



David Rizzo
Principal

ACCEPTED AND AGREED TO BY:

Justin Dionne

Authorized Signature

Justin Dionne
Name (Printed or Typed)

Executive Director
Title (Printed or Typed)

Date of Signature

EXHIBIT A – PROJECT VALIDATION LETTER

11/04/2019

To the United States Citizenship and Immigration Services:

This letter is provided to confirm that the Cain Center for the Arts has engaged the professional services of Deloitte Consulting LLP (“Deloitte Consulting”) in connection with the development of an integration model for the Cornelius Arts Center, which entails the following key elements:

- Documenting the current state programming, pricing, revenue, and operating costs for the Cornelius Arts Center
- Developing an interactive model (in excel) for adjusting programming offerings, pricing, and impacts on revenue; including an estimated impact on customer attrition
- Creating general considerations for Cornelius Arts Center integration and the thresholds for programming and operating expense changes over the next few years

Please note that certain Deloitte Consulting personnel assigned to the project are employees of Deloitte Consulting and will be managed, supervised and controlled by Deloitte Consulting, and certain of such personnel may be performing these services at our offices, located in Cornelius, NC, as well as at the offices of Deloitte Consulting.

Sincerely,

Justin Dionne

EXHIBIT B – GENERAL BUSINESS TERMS

1. It is understood and agreed that Deloitte Consulting's services (the "Services") under the Engagement Letter to which these terms are attached (the "Engagement Letter") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client.

2. Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with cause, by giving written notice to the other party not less than five (5) business days before the effective date of termination; provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Either party may terminate this engagement or performance of any part of the Services at any time for convenience upon written notice to the other party.

3. Upon completion of the Services and subject to the terms and conditions herein, Deloitte Consulting hereby grants Client a royalty-free, fully paid-up, non-exclusive license to use, for Client's internal business purposes, the works of authorship, materials, information and other intellectual property delivered to Client as a result of the Services provided hereunder (the "Deliverables"). To the extent any Deliverable provided to Client hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Deliverable is licensed to Client by Deloitte Consulting as agent for its product company subsidiary on the terms and conditions contained herein. The rights granted in this Section 3 do not apply to any intellectual property that is subject to a separate license agreement between Client and any third party (including Deloitte Consulting's affiliates).

4. THIS IS A SERVICES ENGAGEMENT. DELOITTE CONSULTING DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. a) Client requests, and Deloitte Consulting agrees, that Deloitte Consulting will perform the Services without payment of Deloitte Consulting's professional fees. As an inducement for Deloitte Consulting to perform the Services without such payment, Client agrees that Deloitte Consulting, its subcontractors and their respective personnel shall not be liable to Client for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of \$10,000, except to the extent resulting from the bad faith or intentional misconduct of Deloitte Consulting or its subcontractors. In no event shall Deloitte Consulting, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage,

or expense, relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Deloitte Consulting, its subcontractors and their respective personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

b) Client shall indemnify and hold harmless Deloitte Consulting, its subcontractors and their respective personnel from all Claims attributable to claims of third parties, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte Consulting or its subcontractors.

6. Client shall cooperate with Deloitte Consulting hereunder. Client shall have the rights required to provide any data and information to Deloitte Consulting. Client acknowledges and agrees that Deloitte Consulting's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Deloitte Consulting shall be entitled to rely on all decisions and approvals of Client. Client shall be solely responsible for, among other things: (a) the performance of its personnel and agents; (b) providing Deloitte Consulting with timely access to data, information and personnel of Client; (c) the accuracy and completeness of data and information provided to Deloitte Consulting for purposes of the performance of the Services; (d) making all management decisions, performing all management functions and assuming all management responsibilities; and (e) designating a competent management member to oversee the Services.

7. No action, regardless of form, relating to this engagement, may be brought by either party more than one year after the cause of action has accrued.

8. a) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any trade secrets or other proprietary or confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent. The disclosing party hereby consents to the receiving party disclosing such information (i) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this Section 8(a); (ii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iii) to the extent such information (A) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (B) becomes

available to the receiving party on a nonconfidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information by obligation to the disclosing party, (C) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this Paragraph 8(a), each party shall maintain the other's trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Nothing in this Paragraph 8(a) shall alter Client's obligations under Paragraph 8(b).

b) Client agrees that neither the Services nor any Deliverables are intended for the express or implied benefit of any person or entity other than Client. Client further agrees that the Services and Deliverables shall not be disclosed, in whole or in part, to any person or entity other than Client.

9. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. **Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

10. Client may not assign, transfer or delegate any of its rights or obligations (including, without limitation, interests or Claims) relating to this engagement or the Services without the prior written consent of Deloitte Consulting. Client hereby consents to Deloitte Consulting subcontracting any of Deloitte Consulting's rights and obligations hereunder to any affiliate, whether located within or outside the United States.

11. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

12. These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

13. These terms, the Engagement Letter, and all matters relating to this engagement, shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any court of the State of New York or any federal court of the United States, in each case located in New York County, the State of New York. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

14. As an inducement for Deloitte Consulting to perform the Services without payment of professional fees, Deloitte Consulting or its affiliates shall be permitted to photograph or videotape Client's personnel and property for use in any publicity, marketing, advertising or promotional materials or activities or any other uses that Deloitte Consulting may, in its sole discretion, deem proper. Deloitte Consulting or its affiliates may also use, in any form of media, Client's name, marks or any feedback provided by Client or its personnel (including the name of such personnel), in publicity, advertising, marketing or promotional materials or activities, or in connection with a description of the Services.