



February 3, 2019

Mr. Art Fahey
Director, La Crosse Center
300 Harborview Plaza
La Crosse, WI 54601

Dear Mr. Fahey:

This letter ("Letter") sets forth our understanding of the terms and objectives of the engagement of Conventions, Sports & Leisure International ("CSL") to assist La Crosse Center management in conducting an economic impact and financial operating assessment for future expansion/improvement to the La Crosse Center. This Letter also provides the nature and limitations of the services to be provided and the related fee arrangement.

Scope of Services

Task 1. Economic Impact Analysis

We will calculate the economic and fiscal impact associated with planned expansion/improvement to the La Crosse Center. We will work with Center management to define the event profile that could reasonably be expected after completion of the project, as well as the long-term profile of events assuming no improvements to the Center are made.

Based on this assessment, we will develop estimates of the incremental non-local attendees to the area based on estimates of added event activity by market segment developed as part of the analysis. This will also allow for estimates of existing and incremental hotel room night generation to be prepared. Economic and fiscal impacts associated with future Center investment and under do-nothing scenarios will be analyzed and compared to existing impact levels to measure the incremental impacts associated with the project. The resulting delegate spending levels will be segmented by industry (hotel, restaurant, retail and local transportation) and applied to economic impact multipliers. The multipliers, specific to the La Crosse area and provided by leading input/output multiplier models, will be used to estimate total economic output, earnings and full and part-time employment generated from the events held at the Center.

From these economic impact variables, we will apply appropriate local, regional and statewide tax rates to estimate the added tax revenue generated as a result of any recommended Center investment.

Task 2. Financial Projections

We will work with management to prepare a financial operating analysis for the expanded/improved Center. Specifically, we will develop a computer-based model incorporating historical La Crosse Center financial and event/attendance data, comparable facility performance and the estimated levels of event utilization and attendance in order to develop estimates with regard to future Center operating revenues and expenses.

Revenues including rental, food service, event service, parking, advertising and sponsorship revenues, and other such sources will be quantified. Expenses including salaries (permanent and event driven staff costs), utilities, maintenance, supplies, insurance, contract service costs and others will be estimated.

We will present estimates of financial performance for the facility's operations for a five year period, leading to a stabilized year of operations.

Professional Fees and Expenses

The professional fees associated with completion of this project total \$20,000. Out-of-pocket expenses (including travel costs, postage, telephone, report copy reproduction, etc.) are included in this total.

Conditions of Work

Information and Data. CSL is entitled to assume, without independent verification, the accuracy of all information and data that the Client provides to CSL. All information and data to be supplied will be complete and accurate to the best of the Client's knowledge. CSL will use information and data furnished by others if CSL in good faith believes such information and data to be reliable; however, CSL shall not be responsible for, and CSL shall provide no assurance regarding, the accuracy of any such information or data. CSL shall be providing advice and recommendations to the Client; however, all decisions in connection with the implementation of such advice and recommendations shall be the Client's responsibility. CSL shall have no responsibility for any decisions made by the Client relating to CSL's services hereunder. CSL shall have no responsibility for any assumptions provided by the Client, which assumptions shall be the Client's responsibility. The reports may include estimates of annual operating results based upon courses of action that the Client expects to take prior to and during the period under analysis. The Client is responsible for representations about its plans and expectations, and for the disclosure of significant information that might affect the estimated results.

Reports. Any reports prepared by CSL are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) CSL's reports, suggestions,

analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion and (b) CSL will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the Client have any reservations with regard to the estimates, we will discuss them with the Client before the report is issued. Any partially completed work products and drafts presented to the Client are for internal use only or as otherwise may be subject to any open public records request acts or laws.

Confidentiality. CSL will preserve the confidential nature of information received from the Client in accordance with CSL's established policies and practices. To the extent permitted by law, the Client agrees not to reference CSL's name or any reports, analyses or other documents prepared by CSL, in whole or in part, in any document distributed to third parties without CSL's prior written consent. The Client agrees that any reports, analyses or other documents prepared by CSL will be used only in compliance with these terms, conditions, applicable laws, and regulations.

Property. To the extent that CSL utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of CSL, and the Client shall not acquire any right or interest in such property. CSL shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization of any works of authorship) in conducting its business, and the Client shall not assert or cause to be asserted against CSL or its personnel any prohibition or restraint from so doing.

LIMITATION ON WARRANTIES. THIS IS A CONSULTING SERVICES AGREEMENT. DUE TO THE INHERENT UNCERTAINTY INVOLVED WITH PREDICTING FUTURE EVENTS AND LOCAL/INDUSTRY CONDITIONS, CSL MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE FINDINGS OR RECOMMENDATIONS CONTAINED WITHIN ANY OF ITS ANALYSES, INCLUDING ANY ESTIMATES AND DISCLAIMERS, AND CLIENT HEREBY EXPRESSLY WAIVES, ANY AND ALL CLAIMS BASED ON ANY POSSIBLE REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION ON DAMAGES. CSL, ITS MEMBERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, PARENT COMPANY AND AFFILIATES SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSSES, DAMAGES, CLAIMS, LIABILITIES, COSTS, OR EXPENSES IN ANY WAY ARISING OUT OF OR RELATING TO THIS ENGAGEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES PAID BY THE CLIENT TO CSL FOR ITS SERVICES. IN NO EVENT SHALL CSL, ITS MEMBERS, PRINCIPALS, OR EMPLOYEES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS). THE PROVISIONS OF THIS LETTER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, AND SHALL SURVIVE THE COMPLETION OR TERMINATION OF THIS ENGAGEMENT.

Findings and Recommendations. Any findings and recommendations presented as a part of this engagement will reflect the analysis of primary and secondary information provided by you and other involved parties. Information provided by third parties will not be audited or verified, unless otherwise noted, and will be assumed to be correct. As any projected information provided as a part of this engagement will be based on various trends and assumptions, there will be differences between the information presented and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

Subsequent Work. CSL, by reason of the performance of its services, is not required to furnish additional work or services, or to give testimony, or to be in attendance in court with reference to the assets, properties, or business interests in question. CSL will have no responsibility to update any report, analysis, or other document relating to its services for any events or circumstances occurring subsequent to the date of such report, analysis, or other document.

Cooperation. The Client shall cooperate with CSL in connection with the performance of its services hereunder, including providing CSL with reasonable and timely access to the Client's information, data, and personnel.

Non-Exclusivity. Nothing in this Letter shall be construed as precluding or limiting in any way the right of CSL to provide consulting or other services of any kind or nature whatsoever to any person or entity as CSL in its sole discretion deems appropriate.

Force Majeure. CSL shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

Independent Contractor. CSL is an independent contractor and not an employee, Agent or partner of Client. CSL is not authorized directly or indirectly to represent to any person that Consultant has the authority to bind the Client to any agreement or course of conduct. However, CSL shall have the right to use subcontractors, as necessary.

Inconsistencies. In the event of any conflict or inconsistency between the provisions set forth in this Letter and any other documents, the provisions of this letter shall govern.

Complete Agreement. This Letter constitutes the entire agreement between the Client and CSL with respect to the subject matter thereof and hereof, and supersedes all other oral or written representations, understandings, and agreements between the Client and CSL relating to the subject matter thereof and hereof. This Letter cannot be changed, except by written instrument signed by both the Client and CSL. This Letter shall be binding on the Client and CSL, and the Client's and CSL's permitted successors and assigns; however, neither the Client nor CSL may assign this Letter without the prior written consent of the other, except that the Client and CSL may assign this Letter to any successor to all or substantially all of the business or assets of such party.

Governing Law. The Letter shall be governed by and construed under the laws of the State of Wisconsin.

Counterparts. This Letter may be executed in counterparts, or by facsimile or telecommunicated counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same agreement.

Consent and Good Faith Dealings. The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless other indicated specifically in this Letter, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

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If you are in agreement with the aforementioned, please indicate by signing in the space provided below, and returning this letter to CSL International. If you would like to discuss this letter, please contact John Kaatz, CSL Principal, at (612) 294-2001 or jkaatz@cslintl.com.

Very truly yours,



CSL International

The arrangements described above are acceptable to us and set forth the satisfactory basis which to proceed with this engagement.

By:

Title:

Date: