

TENANT APPLICATION FOR BEDC PROGRAM

Town of Brownsburg, Indiana  
Economic Development Commission

Docket # 2012-05

1. APPLICANT INFORMATION:

Name of Business: BALD SPOT RACING, LLC D.B.A. BALD SPOT SPORTS  
Mailing Address: 1650 NORTHFIELD DRIVE, STE 700-800  
BROWNSBURG, IN 46112  
Primary Contact: TRAVIS COBB  
Telephone Number: (317) 402-7188

2. BUSINESS INFORMATION:

Primary Business Type: SAFETY INNOVATION PROVIDER Years in Business: 9  
Target Customers: DESIGN FIRMS / RACE TEAMS  
New to Brownsburg:  Yes  No  
Current number of Employees: 2 Average Employee Pay per Hour: \_\_\_\_\_  
Sq Footage of Lease Space: 5,000  
Monthly Lease Payment: 2,250.00 Terms of Rental/Lease: 24 mths

3. Host Information:

Name of Business: SIMPSON PROPERTIES  
Mailing Address: 1650 NORTHFIELD DRIVE, STE 400  
BROWNSBURG, IN 46112  
Rental Space Address: 1650 NORTHFIELD DRIVE, STE 700-800  
BROWNSBURG, IN 46112  
Primary Contact: KIM SEALS  
Telephone Number: (317) 286-3616

4. Signatures / Dates

Applicant's Signature: [Signature] Date of Application: 11/09/2011  
Host's Signature: Kim Seals Date: 11-9-11

For Office Use Only:

Date Application was received: 3/1/12 ap  
EDC Decision: \_\_\_\_\_

# **Brownsburg Economic Development Commission**

## **Incentive Program (BEDC IP)**

### **Terms and Definitions**

<b>Term</b>	<b>Definition</b>
Applicant Business	An Applicant is a business looking to lease space in the Town of Brownsburg from a pre-qualified landlord. Newly formed businesses may also be considered for application.
EDC	Economic Development Commission of the Town of Brownsburg
Landlord	Any person or company owning a Brownsburg facility that has been approved to participate in the lease or rent program.

### **Objective of the Incentive Program**

The primary objective of the Incentive Program is to provide assistance to startup companies and to bring new businesses to Brownsburg.

### **BEDC-IP Landlord Requirements**

This section determines the qualifications of a Landlord. Incentives will only be considered for facilities located in the Town of Brownsburg.

- A one-time application from Landlords must be approved by the EDC and recorded with the Town Manager's Office. A new facility that receives its certificate of occupancy during the year may apply at any time during that year.
- The Landlord must be a Member of the Brownsburg Chamber of Commerce.
- Facilities must be ADA compliant.

### **Applicant Business Requirements**

This section determines the qualifications of an Applicant Business. The Economic Development Commission for the Town of Brownsburg has the sole discretion to approve or disapprove any Applicant Business.

- The Applicant Business must be a business that is not currently located in Brownsburg.
- The Applicant Business must be located in the Town of Brownsburg within ninety days of acceptance into the program.

- A subsidiary or other “related business” to an already existing business in Brownsburg may not be approved by the EDC if the related business does not add substantially additional benefit to the town.
- The Applicant Business is limited to one round of incentives in the local business incentive program.
- The Applicant Business must file an application, Business Plan, and copy of the proposed lease with the Town Manager of Brownsburg before the EDC will approve. Leases with an early-out clause will not be considered. Incentives will be conditioned on the signing of the lease which must be provided to the Town Manager’s Office before any incentives are provided.
- The Applicant Business (or its representative) will be required to sign a reimbursement guarantee if the business breaks the lease to leave Brownsburg and relocate elsewhere.
- The Applicant Business must be a Member or become a Member of the Brownsburg Chamber of Commerce before any incentives will be provided.

## Approved Tenant Requirements

This section determines the requirements an Applicant Business must meet to stay in the local incentive program.

- In order to receive the benefits of the program the Applicant Business must file an annual report summarizing business activity, number of employees, and the average annual wage of employees.
- Continued membership in the Chamber of Commerce is required.
- Applicant Business must be actively engaged in business, using the rented space for the originally stated purpose, or some expansion of that business purpose.

## Possible Rental Assistance

This section suggests the financial incentives available to the Applicant Business from the EDC, but in no way guarantees or limits the amounts.

Term of Rental / Lease	Available number of Months Assistance	Maximum Lease Guarantee to Local Business	Month(s) Assistance is Paid to Applicant and Local Business
18 months	2 months	2 month	Ninth month / 16 <sup>th</sup> month
24 months	3 months	3 months	Sixth / Twelfth / Eighteenth
36 months	4 months	4 months	Sixth / Twelfth / Eighteenth / Twenty-fourth

Maximum rental benefit will be determined by the EDC. Each check will be cut with both the Local Business and the Applicant Business. If an Applicant Business changes space with the same Landlord, the original Incentive Program is still applicable.

## Early Termination of Incentive Program

If a lease is broken and/or an Applicant Business moves out of Brownsburg all incentives provided to date shall be reimbursed. If a lease is broken with the mutual consent of the Landlord and Applicant Business and the Applicant Business relocates in Brownsburg then reimbursement of incentives is not required; additionally, applicant business may request an incentive if it moves to a larger facility owned by a BEDC-IP Landlord. The Town Manager's Office should be notified by the landlord when a lease is broken or the Applicant Business closes.

Both Applicant and Local Business representatives must sign this statement that they have received, read and understand all Terms and Definitions involved in the application for financial incentives from the Town of Brownsburg. This includes but is not limited to the reimbursement statements on page 2 under Applicant Business Requirements and the statement requiring reimbursement from the Applicant Business stated under Early Termination on page 3.



\_\_\_\_\_  
Applicant Business Representative

10/27/11  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Local Business Representative

11-9-11  
\_\_\_\_\_  
Date

# COMMERCIAL LEASE

This LEASE is made between **SIMPSON PROPERTIES** of 1650 Northfield Drive, Ste 400, Brownsburg, IN 46112, herein called Lessor, and Bald Spot Racing, LLC dba Bald Spot Sports, herein called Lessee. Lessee hereby offers to lease 5000 square feet located at:

**1650 Northfield Drive, Suite #700/#800  
Brownsburg, IN 46112**

Upon the following **TERMS** and **CONDITIONS**:

1. **Term and Rent.** Lessor demises the above premises for a term of 2 year(s), commencing October 1, 2011 and terminating on September 30, 2013, or sooner as provided herein. The rental to be paid by the Lessee for the premises shall be the sum of Two Thousand dollars (\$2000.00) per month for the first year and shall be the sum of Two Thousand Five Hundred dollars (\$2500.00) per month for the second year. Said rental shall be paid in advance on or before the first day of each calendar month.

If rent is not received by the 10<sup>th</sup> day of the month a late charge of \$50 will be due immediately. If the rent is not paid by the 15<sup>th</sup> day of the month you will be issued a pay or quit notice and be required to bring your rent current or vacate the premises before the end of the month. However, you will be responsible for the balance of your rent until your unit is rented or your lease term is fulfilled. If any rent check is returned unpaid by the bank, a NSF fee of \$25 will be charged. All rental payments shall be made to Lessor, at the address specified above. Lessee agrees at the expiration of this lease to peacefully surrender and deliver the leased premises to the Lessor.

2. **Condition of Premises.** Lessee shall provide Lessor written notice of any defects in the leased premises within five (5) days of taking occupancy. In the event Lessee fails to notify the Lessor, Lessee shall be deemed to have accepted the leased premises in the present condition, waiving all claims for defects or otherwise.

3. **Surrender/Holdover.** If Lessee continues to hold possession with the consent of the Lessor after expiration of the term this Lease, then such holding over shall not be deemed a renewal of the Lease for the whole term, but Lessee shall be deemed to be "Lessee" for a month-to-month basis only, at the same monthly rent as herein provided and upon the same terms and conditions to herein specified; EXCEPT that the Lessor may at its option increase the rent for such holdover period upon TEN days written notice to Lessee prior to such rent increase.

4. **Use.** Lessee shall use and occupy the premises for Safety Innovation Provider. The premises shall be used for no other purpose. Except as permitted as part of Lessee's use set forth herein, it is understood by Lessee that there is to be no body or fabrication work within the unit during the term of this lease.

5. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall be responsible for all repairs required, except the roof, exterior walls and structural foundations, which will be maintained by the Lessor.

The Lessee also acknowledges that the outside maintenance, lawn care, snow removal and ect. will be billed to them at a quarterly prorated amount, based on the percentage of building occupied, for these services. A copy of invoices/billing statements will be available from the Lessor upon request.

6. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, make any alterations, additions or improvements, in, to or about the

premises. Notwithstanding the foregoing, Lessee shall be permitted to make non-structural, interior alterations (i.e., painting, floor coverings, partitions, etc.) with the prior written consent of Lessor.

7. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

8. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

9. **Utilities.** In addition to the rental amount, all applications and connections for necessary utility services on the demised premises will be billed to Lessor, unless stated otherwise below

Electricity:      **Lessee's responsibility**  
Gas:                **Lessee's responsibility**

The Lessee shall be billed quarterly a prorated amount, based on the percentage of building occupied, for utilities provided by Lessor. These include but are not limited to: water, house lights, sprinkler systems and alarms, trash removal, insurance, taxes, landscaping, and snow removal.

These amounts are due no later than the end of the month at the end of each quarter or they will be subject to a 5% late fee. The Lessor reserves the right to adjust the amount charged for any utilities depending on actual usage, subject to the limitation set forth in Section 5 hereinabove. A copy of invoices/billing statements will be available from the Lessor upon request.

10. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease to place upon the premises any usual "For Rent" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

11. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered with fifteen (15) days of the commencement of the term hereof.

12. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, except if arising out of Lessor's gross negligence or willful misconduct.

13. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damages, no matter how caused.

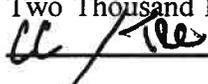
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor of Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, including access thereto, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee.

Lessee shall be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

**15. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repair shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time not to exceed one hundred eighty (180) days, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs within one hundred eighty (180) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor or Lessee may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease upon written notice from either Lessor or Lessee to the other party hereto.

**16. Lessor's Remedies on Default.** The following shall constitute an event of default by Lessee: (i) Lessee shall fail to pay any monthly installment of rent or quarterly installment of Operating Expenses within ten (10) days after the same shall be due and payable; provided, however that Lessor shall provide Lessee with a written notice of such late payment and Lessee shall then have an additional five (5) days to cure such default, or (ii) Lessee shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed hereunder for a period of thirty (30) days after notice thereof from Lessor to Lessee. In the event of default, Lessee agrees to peacefully and without question surrender and deliver the leased premises to the Lessor. Lessee agrees that upon such default the last months rent (or deposit) received by Lessor at the beginning of the lease will not be refunded to Lessee. Lessee agrees to return all keys provided and empty the unit of their property at once. It is understood by Lessee that Lessor will have the locks changed and take possession of the property on the 30<sup>th</sup> day following the 1<sup>st</sup> of the month that rent is not received. If eviction proceedings are necessary, Lessee also agrees that an additional Two Thousand Dollars (\$2,000.00) will be due to Lessor for court fillings, legal fees and administrative expenses.

 (initial)

**17. Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of \$1250.00 3/18/11 ck #1032 - last month rent \$1250.00 3/18/11 ck #1032 as security for the performance of Lessee's obligation under this lease, including without limitations the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of the Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

The security deposit if not applied toward the payment of damages, repairs, utilities or costs, including attorney fees suffered by the Lessor by reason of Lessee's breach of this Lease, shall be returned to Lessee within thirty (30) days from the termination of this Lease. Lessor shall not be required to keep the Security Deposit as a separate fund, but may commingle the Security Deposit with its own funds. Holding or applying the Security Deposit shall not limit Lessors right to exercise all remedies under this Lease and/or provided by law, nor shall Lessor's recovery or damages be limited to the amount of the Security Deposit, less appropriate charges apply.

**18. Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County, or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid bills an amount equal to 100% of the increase in taxes upon the land and building in which the lease premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. Any necessary increase will be prorated between all units of the premises.

19. **Common Area Expense.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area. CC/TC (initial)

20. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver

22. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

23. **Heirs, Assigns, Successors.** This lease is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

24. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of TBD year(s) commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ TBD. The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

25. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property; provided, however, such subordination is contingent upon the mortgagee under any mortgage encumbering the leased premises entering into an agreement providing for the non-disturbance of Lessee so long as Lessee is not in default under this lease. .

26. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in N/A. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, it any, have been made a part of this lease before the parties' execution hereof.

Signed this 26<sup>th</sup> day of October, 2011

BY: LESSOR:

Kim Seals

Simpson Properties  
1650 Northfield Drive, Suite #400  
Brownsburg, IN 46112

LESSEE:

Travis Cobb  
Travis Cobb, Bald Spot Racing, LLC dba Bald Spot Sports

LESSEE:

Cameron Cobb  
Cameron Cobb, Bald Spot Racing, LLC dba Bald Spot Sports

# **ADDENDUM TO LEASE AGREEMENT COMMUNITY POLICIES SIMPSON PROPERTIES**

**Keys and Locks:** Lessees will be provided with 2 keys for your unit and a mailbox key, if applicable. All keys must be turned in upon vacating the unit; otherwise you will be charged \$25 per key. Entry door locks may be changed however lessees must provide the Lessor or property manager designed by Lessor with an entry key. A locksmith can be recommended upon request.

**Notice to Vacate:** Lessees are required to submit written notice to the Lessor or property manager designated by Lessor 60 days prior to the lease termination date if they do not intend to vacate. Security deposits are **NOT** applied to last month's rent. Charges for repairs/damages will be deducted from the security deposit and any remaining amount will be refunded within 30 days of vacating.

**Actions of Lessees and Guests:** Lessees are responsible for the actions of their employees, customers and themselves and agree to reimburse the owner for any vandalism or damages caused by these parties. This includes any damages to the buildings, units, lot, etc.

**Trash:** All non-recyclable trash is to be placed in plastic bags and deposited into the designated dumpsters. No tires, paints, fuels, oil, batteries or other "hazardous" materials are permitted in these dumpsters. Large boxes and pallets must be broken down before being thrown into the dumpster. Absolutely nothing should be placed inside or alongside the dumpster area. No trash should be stored outside any units. Dumpster areas should be kept as clean and free from debris as possible. Charges incurred for cleaning of the dumpster areas will be prorated and charged to all lessees.

**Signage:** Company name/logo decals are permitted on the doors of each unit. Lessees are permitted to install signs with approval from management.

**Communication:** With the number of lessees that we have the best way for management to communicate with lessees is via email. It is desired that all correspondence from lessees including notices, complaints, etc. be provided via email at [properties.simpson@gmail.com](mailto:properties.simpson@gmail.com) email addresses for all lessees are strongly desired. Lessee can also fax at 317-286-3617 or phone 317-286-3616.

**Storm Drains:** Due to environmental issues, the Indiana Department of Environmental Management and the Town of Brownsburg have implemented rules and guidelines regarding water drainage. The Town of Brownsburg does not permit the washing of vehicles/equipment of paved/impermeable surfaces.

In an effort to protect water quality and the environment we are enforcing the Town's requirements and not permitting the washing of vehicles on the property. Spraying off lessee's vehicle with clean water is acceptable, however, all dirt, etc. needs to be sprayed down into the drain.

The use of biodegradable or "green" soaps and chemicals can be used but some of these take up to 10 years to biodegrade. For those lessees who provide a service which results in water drainage, proof of green chemical use and environmental certification must be submitted to Lessor.

Anyone who does not abide by this rule will be evicted immediately and could possibly be fined by the Town of Brownsburg.

**Parking:** For every 2,000 sq ft leased lessee are entitled to 2 passenger vehicles and 1 tractor/trailer. The

gravel lot is designated tractor/trailer and/or RV over flow parking. Only lessee, employee and business related vehicles are permitted to be parked on the property. All inoperative vehicles will be removed from the premises without prior notification at the vehicle owner's expense. Only vehicles that are directly related with the business use stated in item 4 of the lease are permitted. Passenger vehicle parking is only permitted on the paved areas of the property.

RV's/Motor homes are permitted on the lot, however, are not permitted to be hooked up unless prior arrangements have been made with Lessor. There will be a monthly fee of \$100 to run a motor home through the premises.

Notwithstanding the foregoing, the undersigned lessee shall be permitted to use the parking areas allowed in conjunction with the permitted use of the leased premises set forth in Section 4 of the lease, including without limitation the storage of modular containers.

**Vacating the premises:** When lessee is ready to vacate the premises the unit must be left in a substantially similar condition as it was when such lessee took possession, reasonable wear and tear excepted. Walls must be wiped down, drywall damage must be repaired, any other damages to the property must be repaired and if lessee has animals the carpet must be professionally cleaned. All fixtures which are not removable without causing damage to the premises must remain with the property. Lessees will be responsible for rent until the property has been returned in acceptable condition and all keys have been returned back to Lessor.

**Unlock Service:** Occasionally lessees will lock themselves out of their units or send people to their shop while they are away and ask that Lessor allow them access. There will be a \$20 fee for unlocking someone's unit. We will not permit anyone in your unit without a written request from the lessee. Email is desired but a hand written request followed by a phone call will be acceptable.

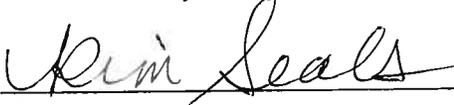
**Notary Service:** Lessor has a notary service. There is \$5.00 fee per document notarized.

Tenant:  Date: 10/26/2011

Email: TRAVIS@BALDSPORTSPORTS.COM

Tenant: CAMERON Cabb Date: 10/26/2011

Email: CAMERON@BALDSPORTSPORTS.COM

Property Manager:  Date: 10-26-11

**Brownsburg Economic Development Commission  
Incentive Program  
Annual Report**

Company Name: BALD SPOT RACING LLC (D.B.A.) BALD SPOT SPORTS  
Address: 1650 NORTHFIELD DRIVE # 900 Brownsburg, IN 46112  
Contact Name/ Phone: CAMERON COBB / 317.500.1886  
Email: CAMERON@BALDSPORTSPORTS.COM

**Supporting Documents: Please Provide or Attached**

1. Current Employment: 2  
2. Average Wages: \$35,000.00

3. Current Business Activity/ Expansion or Reduction concerns

Potential expansion due to three exclusive agreements to supply parts for various projects beginning in Winter of 2011.

4. Membership to Brownsburg Chamber? Yes  No  - Will become member in 2012  
5. Other: Use additional pages as needed.

**Please return to:**

Brownsburg Town Hall

Attn: Town Manager

61 N. Green Street

Brownsburg, IN 46112

317-852-1120

## EXCLUSIVE SUPPLY AGREEMENT

This AGREEMENT, effective as of the 24<sup>TH</sup> day of October, 2011, by and between SGH Components, LLC, an Indiana limited liability company ("SGH") having its principal place of business at One Oxford Center, Suite 3550, Pittsburgh, PA 15219 and Bald Spot Sports, LLC ("BSS") with its principal place of business located at 1650 Northfield Drive, Suite 900, Brownsburg, IN 46112. SGH and BSS are referred to collectively as the "Parties."

WHEREAS, SGH designed, develops, manufactures, assembles, and distributes football helmets and associated equipment such as, but not limited to, faceguards and various attachments for use by professional athletes when participating in football games and in training, practices, scrimmages, exhibitions and all related activities; and

WHEREAS, BSS produces finished liners, ear pads and material (the "product") for use by SGH, and its designees, in manufacturing, fabricating, and assembling football helmets in accordance with SGH's specifications relating thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged by the Parties, and the Parties intending to be legally bound, agree as follows:

1. Supply Arrangement.
  - a. Exclusivity for football helmets. During the Term of this Agreement, and for a period of one (1) year after such expiration or termination of the Term, BSS agrees to exclusively manufacture, produce and supply SGH with the product for SGH's use, or its designee's use, in making, assembling and manufacturing football helmets and further agrees not to manufacture, produce, supply or otherwise distribute the product to any person, entity or third

COLLABORATION AND DEVELOPMENT AGREEMENT

*23rd* This Collaboration and Development Agreement (this "Agreement") is made as of this day of August, 2011 (the "Agreement Date") between Dorel Juvenile Group, Inc., a Massachusetts corporation ("Dorel") and Bald Spot Racing, LLC, an Indiana limited liability company ("BSR"). Each of Dorel and BSR is referred to herein as a "Party" and together are referred to as the "Parties."

BACKGROUND

Dorel is the owner and marketer of one or more existing child car seat and safety restraint products (the "Dorel Products"). BSR is the owner of certain technology relating to auto racing crash protection and safety, which technology is set forth and described in particularity on Exhibit A (the "BSR Technology"). The Parties have engaged in discussions concerning a potential business arrangement whereby the Parties would collaborate to integrate and utilize BSR Technology in the further development of the Dorel Products and in New Products (as defined below) and, in connection therewith, BSR would provide certain engineering and design services in connection with such developments, as more fully described on Exhibit B (the "Development Project"). The Parties desire that they so collaborate and Dorel desires that BSR provide and contribute, and BSR desires to provide and contribute, (i) technical expertise, (ii) engineering and design services, and (iii) marketing contacts and support within its industry, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Dorel and BSR agree as follows:

**Article 1**  
**Definitions**

1.1 "Affiliate" means any entity (including any entity that is acquired or created after the date of this Agreement) that, directly or indirectly, controls, is controlled by, or is under common control with, an entity.

1.2 "Design Documentation" means all materials and media provided by BSR or created hereunder by BSR individually or in conjunction with Dorel for use in the design and engineering of the products, as may be required by Dorel, including drawings, schematics, specifications, test reports and other documents.

1.3 "Dorel Technology" means Technology used in connection with the Development Project that (a) was owned by Dorel prior to the beginning of the Development Project, (b) is conceived, created or developed by Dorel separately from the Development Project or for purposes other than the Development Project, or (c) is an improvement or extension of any of the foregoing.

1.4 "BSR Technology" means Technology used in connection with the Development Project that (a) was owned or licensed by BSR prior to the beginning of the Development Project, (b) is conceived, created, developed or licensed by BSR separately from the

7. Each Party will be responsible for the payment of the expenses and professional fees incurred by such Party in connection herewith and the transactions contemplated hereby.

8. Each Party and its respective successors and assigns are intended to be benefited by this Agreement and shall be entitled to enforce this Agreement and to obtain the benefit of any remedies that may be available for the breach hereof.

In witness hereof, the parties have caused this Agreement to be executed as of the date first above written.

Dorel Juvenile Group, Inc.

Print Name: Barry L. Marshall  
Signature: [Handwritten Signature]  
Title: Exec. VP / CSR  
Date: April 29, 2011

Bald Spot Sports

Print Name: Cameron W. Cobb  
Signature: [Handwritten Signature]  
Title: PARTNER  
Date: April 29, 2011