

TRAINING CAMP AGREEMENT

THIS TRAINING CAMP AGREEMENT (“Agreement”) is made and entered into as of the 6th day of September, 2017 (“Effective Date”), by and between **WESTFIELD REDEVELOPMENT COMMISSION, WESTFIELD, INDIANA**, a political subdivision, having an address at 2728 E. 171st Street, Westfield, Indiana 46074 (“Commission”) and the **INDIANAPOLIS COLTS, INC.**, a Delaware corporation, having an address at 7001 West 56th Street, Indianapolis, Indiana 46254 (“Club”; Club and Commission each a “Party” and collectively, the “Parties”).

RECITALS

The City of Westfield (“City”) owns an integrated indoor soccer/athletic/event facility (“Facility”) located at 19000 Grand Park Boulevard, Westfield, Indiana 46074, and

City has entered into a lease with Commission for the Facility;

Commission offers portions of the Facility for use subject to certain terms and conditions;

Club is a professional football team and a member of the National Football League (“NFL”);

Club desires to use a portion of the Facility for the use and purposes set forth in this Agreement; and

Commission agrees to permit Club’s use of a portion of the Facility pursuant to the terms and conditions of this Agreement.

AGREEMENT

IN CONSIDERATION of the mutual covenants and conditions, the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and Club agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on September 30, 2027 subject to earlier termination in accordance with its terms and conditions (the “Term”).

2. **Training Camp Period.** Each annual Training Camp (“Training Camp”) will commence on or about July 22 and end on or about August 18 (“Training Camp Period”). Club will advise Commission no later than April 14 of each year as to the planned dates for that year’s Training Camp Period.

3. **Training Camp Facilities and Services.** Club shall pay Commission an annual facilities fee of \$53,000.00 (the “Fee”) on July 1 of each calendar year during the Term. In consideration of the Fee, for such calendar year, Commission shall, at its sole cost and expense

(except as otherwise expressly set forth herein), provide and make available the following facilities and services to Club at reasonably convenient and suitable locations at the Facility during each Training Camp Period. The facilities and services provided by Commission shall be of the quality and quantity reasonably satisfactory to Club. In the event Commission fails to provide any required equipment or materials to be provided by Commission on the "Training Camp Checklist" attached hereto as Exhibit B in a timely manner, Club, in its sole discretion, may provide the missing items at its expense and either setoff the cost of the items or seek reimbursement for the reasonable out-of-pocket costs of such items from Commission. On or before March 1, 2018, Club will pay Commission a one-time sum of \$123,000.00 to defray expenses in connection with making the Facility ready for Training Camp.

A. Fields.

- (1) *Exclusive Access and Use.* During the Training Camp Period, Commission will provide Club with full and exclusive use of the three athletic fields identified as Fields F9, F10, and F31 in addition to the Facility's main stadium field, Field F1 (collectively, "Fields" and identified on Exhibit C). Commission will provide and install appropriate goal post sleeves and Club will provide eight NFL regulation goal posts and, at Club's sole cost and expense, arrange for the installation and removal of the goal posts for each Training Camp Period and promptly repair all damage to the Fields caused by such removal. The grass fields shall be painted in accordance with NFL specifications and the reasonable directions of Club. Commission shall provide electricity, secure internet connectivity, and water to each of the Fields in amounts adequate to meet the reasonable needs of Club, and, in addition, currently existing lighting to Field F1. Club shall use reasonable efforts to rotate practice schedules so that abnormal wear does not occur in any single location on the Fields, and to allow for proper mowing, watering, and general maintenance of the Fields.
- (2) *Maintenance.* Commission will provide appropriate painting of the Fields pursuant to Club's reasonable specifications and will perform all usual and customary maintenance to comply with the reasonable needs of Club and to assure that the Fields are maintained in the condition required for practice use by an NFL franchise. Commission will obtain and provide the use of all necessary equipment for maintenance of the Fields in accordance with these standards.
- (3) *Upgrades.* The Parties will equally share the cost to install 2,000 additional temporary bleacher seats to each of two additional fields (to be agreed upon by the Parties) no later than June 1, 2018. Upon the conclusion of each Training Camp Period the Parties will meet to discuss whether or not to expand seating at the Fields, and, if desired, who will pay for such expansion.

B. Grand Park Events Center. Club will have full and exclusive use of the Grand Park Events Center (“Events Center”), except for those specific areas identified on Exhibit A as Potentially Excluded Meeting Rooms and Potentially Excluded Offices (the “Potentially Excluded Areas”), during the entirety of each Training Camp Period as is necessary to conduct the Training Camp, in accordance with the provisions of this Paragraph. Notwithstanding their inclusion on Exhibit A, Commission will use its best commercially reasonable efforts to permit Club to have full and exclusive use of the Potentially Excluded Areas during each Training Camp Period. Specifically, if Commission is unable to make all or a portion of Suite C, Suite D or Suite J available to Club in any Training Camp Period, Commission shall, at its sole expense, construct comparable meeting spaces within the Events Center in locations reasonably acceptable to Club. The Events Center shall be air conditioned to provide a comfortable temperature, in the reasonable judgment of Club. The Parties will mutually agree upon security for the Events Center so as to assure Club’s privacy and confidentiality. Club personnel shall comply with all reasonable rules and regulations (including, without limitation, footwear regulations) of Commission while using the Events Center. Commission will provide and set up desks, tables, chairs, and trashcans in the offices as required by Club. All other office equipment required by Club shall be provided at Club’s sole cost and expense, and Club shall arrange for the removal of the same promptly upon the end of each Training Camp Period. All damage to the Commission’s office equipment provided to Club shall be promptly repaired by Club, at Club’s sole cost and expense, prior to the end of each Training Camp Period.

(1) Locker Room. Club will have full and exclusive use of the area in the Events Center Club selects as locker room and adjacent shower facilities each day during the entirety of each Training Camp Period subject to the Potentially Excluded Areas. The locker room shall be air conditioned to provide a comfortable temperature, in the reasonable judgment of Club. Commission shall also furnish daily janitorial and housekeeping service for the locker room as reasonably required by Club. All sinks, showers, and toilets shall be in good working condition throughout the entirety of each Training Camp Period. At the end of each Training Camp Period, Club shall return the locker room and adjacent shower facilities to Commission in substantially the same condition as existed at the beginning of each Training Camp Period, normal wear and tear excepted. All damage to the locker room and adjacent shower facilities shall be promptly repaired by Club, at Club’s sole cost and expense, after each Training Camp Period. The locker room will contain the following, without limitation:

- a) A minimum of 90 player lockers, each with a chair or stool.
- b) Sufficient space for shoes, pads and other customary football equipment.

- c) Adequate number of showers (with no less than 25 total showers, 15 of which with showerheads at least seven feet high), toilets, sinks, mirrors, and amount of hot water.
 - d) All floors and hallways leading from the locker rooms to the Fields will be covered during the Training Camp Period with rubber mats to protect the floors and to prevent injuries.
- (2) Training Rooms. Club will have full and exclusive use of the areas it identifies in the Events Center as training rooms (“Training Rooms”) each day during the entirety of each Training Camp Period subject to the Potentially Excluded Areas. The Training Rooms shall be air conditioned to provide a comfortable temperature, in the reasonable judgment of Club. Club will have full use of all existing equipment in the Training Rooms and the right to install, move, and remove equipment owned by Club in the Training Rooms at the expense of Club. Commission shall also furnish daily janitorial and housekeeping service for the Training Rooms as reasonably requested by Club. All equipment shall be in good working condition throughout the entirety of the Training Camp Period. At the end of each Training Camp Period, Club shall return the Training Rooms to Commission in substantially the same condition as existed at the beginning of each Training Camp Period, normal wear and tear excepted. All damage to the Training Rooms shall be promptly repaired by Club, at Club’s sole cost and expense, after each Training Camp Period. The Training Rooms will contain the following, without limitation:
- a) A secured storage space of a reasonable size.
 - b) Use of the sports medicine facility, including at least one private office, including a private examination area, for physicians’ use. Club will make appropriate arrangements with Methodist Sports Medicine, the tenant in the Events Center’s sports medicine facility for use of that facility during the 2018 Training Camp. The Parties specifically acknowledge that such a medical facility is an essential requirement for Training Camp, and, accordingly, if, during the Term of this Agreement, that particular facility becomes unavailable to Club, Commission will make its commercially reasonable efforts to locate an alternative facility acceptable to Club in its reasonable discretion.
 - c) Offices for at least three trainers, each including a telephone, and, in at least one trainer office, a separate phone line to be dedicated to a facsimile machine, which machine shall be provided by Club.

d) Use of ice machines adequate to supply ice for the trainers' reasonable requirements.

(3) Weight/Conditioning Room. Club and Commission will cooperate to cause a jointly selected indoor field in the Events Center to be converted to use as an NFL-quality weight and conditioning room per the specifications on Exhibit A. Commission shall pay all costs and expenses associated with such conversion, including, without limitation, all reflooring and build out costs. Notwithstanding the foregoing, Club shall pay all costs and expenses associated with the installation, maintenance, removal of weight and conditioning equipment, and repairs to the indoor field after the conclusion of each Training Camp Period. Club will have full and exclusive use of the weight and conditioning room each day during the entirety of the Training Camp Period as is reasonably necessary to conduct the Training Camp. During each Training Camp Period, Commission will use reasonable efforts to maintain the weight and conditioning room in a manner consistent with the standards of an NFL program. During each Training Camp Period, Commission will use reasonable efforts to ensure that the weight and conditioning room, and the areas immediately adjacent thereto, have electrical power in amounts adequate to meet the needs of the equipment located in the room, including equipment owned by Club. The weight and conditioning room shall be air conditioned to provide a comfortable temperature, in the reasonable judgment of Commission and Club.

(4) Equipment Rooms. Club will have use and complete control of those rooms marked "Equipment" on Exhibit A ("Equipment Rooms") in the Events Center during the entirety of the Training Camp Period, subject to the Potentially Excluded Areas. Commission shall provide reasonable cooperation in providing secure storage for all Club's equipment in a manner convenient to Club as set forth on Exhibit A. The Equipment Rooms, or the area immediately adjacent thereto, shall contain at least four industrial size washing machines and four industrial dryers, all in good operating condition. The Equipment Rooms shall also contain an adequate number of fans for drying equipment and uniforms, all such fans to be in good working condition.

C. Internet Access. High-speed internet access of 500 mbps shall be available by way of secure Ethernet and Wi-Fi connectivity in all areas of the Events Center occupied by Club and the Fields during each Training Camp Period. The Parties anticipate increasing the throughput in regular increments throughout the Term of this Agreement to accommodate increasing technological demands.

D. Housing for Players and Staff. The Parties specifically acknowledge that acceptable housing for Club's players, staff, and camp personnel is essential to the holding of Training Camp at the Facility during each Training Camp Period. The housing,

consisting of at least 200 total beds must be reasonably adjacent to the practice fields and the Events Center and must provide accommodations and services reasonably acceptable to Club in its sole discretion. If such housing for any Training Camp is determined by Club to not be available for an upcoming Training Camp Period at any time during the Term of this Agreement, Club may immediately terminate this Agreement upon written notification to Commission no later than April 14th of the year it wishes to terminate, notwithstanding the provisions of Paragraph 11; provided, however, Club will negotiate in good faith for such housing and provide Commission with reasonable advance notice and an opportunity to find acceptable replacement housing for Club prior to terminating this Agreement.

E. Food Service Facilities

- (1) During the Training Camp Period, Club will have the use of the kitchen facilities and main banquet areas located in the Events Center as well as employees for meal preparation and service for all Club players, staff, and camp personnel (who will be hired by the Club through a third party provider), as well as guests specifically authorized by Club to have such service. Club shall employ, at Club's cost and expense, an agreed-upon number of employees to augment Club's catering staff during each Training Camp Period.
- (2) Subject to Club's oversight and direction, the food service preparation and serving areas will be maintained in a manner consistent with the highest standard of cleanliness, sanitation, and safety.

4. **Concession Sales and Parking.** Commission may charge spectators to Training Camp no more than \$5.00 for "premium" parking spaces, not to exceed 45% of the total Facility parking allotment as depicted on Exhibit C. Club, in its reasonable discretion, but after discussion with Commission and using reasonable efforts to accommodate Commission's relationships with preferred vendors, shall determine (1) the sales prices of all food and beverage concessions sold to spectators during the Training Camp Period, (2) the brands of food and beverage concessions to be sold or served during the Training Camp Period, (3) which concessions are to be sold during the Training Camp Period, and for security purposes, the manner of serving such concessions (including any restrictions such as whether beverages may be sold in bottles), and (4) which suppliers shall be the official suppliers during the Training Camp Period. Notwithstanding the foregoing, Commission may offer for sale beer, wine, and other alcoholic beverages during each Training Camp Period and retain all revenue from the same. Commission will use reasonable efforts to utilize Club's exclusive alcoholic beverage dealer for the same. The foregoing criteria may be adjusted annually in the discretion of Club. During each Training Camp Period, Commission will not permit any promotional or sales activities to occur, or signage to be displayed by or on behalf of any party not specifically approved by Club, such consent not to be unreasonably withheld, conditioned or delayed, including without limitation (1) any competitor of Club; or (2) any competitor of any of Club's exclusive sponsors in any area proximate or adjacent to any areas exclusively used by Club during the Training Camp Period, including, without limitation, the

Fields or the parking areas used by spectators. Club reserves the right to cover any signage inconsistent with the immediately preceding sentence during the Training Camp Period. Notwithstanding anything in this Agreement to the contrary, Club acknowledges and agrees that the current signage at the Facility of Commission's existing sponsors set forth on Exhibit D is hereby approved and that nothing in this Agreement will be deemed to prohibit the Commission from fulfilling its obligations under the existing sponsorship agreements; provided, however, Commission shall not: (1) extend the term of such agreements; (2) expand the sponsorship rights under such agreements during the Training Camp Period; or (3) enter into any new sponsorship agreements for the Training Camp Period without the Club's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Commission will be entitled to collect and retain all revenues from parking and concessions in connection therewith during the Training Camp Period (including any intra-squad game or a scrimmage game scheduled during the Training Camp Period). Commission is not authorized to use any Club logos, trademarks, trade secrets, or other designated confidential information in any capacity without the express written consent of Club or NFL. Club is not authorized to use any Commission or City logos, trademarks, trade secrets, or other designated confidential information in any capacity without the express written consent of Commission or City. Club shall have the right to sell tickets to Club's pre-season and regular season games at Lucas Oil Stadium from a sales office or booth in a location at a site reasonably convenient to the Fields and mutually agreed upon by the Parties. At the conclusion of the 2019 Training Camp Period and each Training Camp Period thereafter, Commission will prepare an audit of its revenues and direct expenses in connection with that year's Training Camp Period and provide Club a copy of the audit report no later than September 30 of that year. If Commission's net revenue from parking and concessions for that year is less than \$100,000, Club will pay Commission an amount equal to the difference.

5. **Colts City.** Throughout the Training Camp Period, Commission shall provide a dedicated area of 72,000 square feet located in Lot G as identified on Exhibit C ("Colts City") for Club to establish and maintain amusement and entertainment attractions, together with points of sale for Club and sports related merchandise, and for visitors to Training Camp. Club may identify and link Colts City's name with one or more sponsors and will be entitled to collect and retain all revenues generated by Colts City.

6. **Security.** Prior to each Training Camp Period the Parties will meet to determine the security requirements for each Training Camp Period and use reasonable efforts to provide adequate security throughout the Training Camp Period at all facilities where Club's personnel are present or where Club's equipment is located other than Colts City, the hotel, and the parking lots as set forth on Exhibits A and C. Without limiting the generality of the foregoing, Commission will provide reasonable security for crowd control during team practices and scrimmages, and security in the locker rooms and equipment rooms adequate to protect the property, persons, and privacy of Club and its personnel. Notwithstanding the foregoing, Commission shall not be liable for any loss, damage or injury suffered by Club following a breach of the security provided by Commission, except in the case of negligence or willful misconduct on the part of Commission. Club shall have no liability or responsibility for the safety and well-being of any spectators attending any practices or scrimmages, except with respect to injuries to such spectators arising as a result of the negligence or willful misconduct of Club, and Commission agrees that in addition

to the hold harmless provisions of Paragraph 8, Commission shall hold Club harmless from and against loss, damage, and liability arising in connection with claims for injuries arising from spectators attending practices or scrimmages, except with respect to injuries to such spectators arising as a result of the negligence or willful misconduct of Club. In addition, Commission will name Club as an additional insured on any law enforcement liability insurance policy in force during the Training Camp Period and provide proof thereof to Club prior to the start of each Training Camp Period.

7. **Insurance Requirements.** Club shall provide to Commission a Certificate of Insurance evidencing the insurance maintained by Club with respect to the Training Camp. Club shall maintain the usual and customary policies of Commercial General Liability insurance in the following amounts: \$16,000,000.00 per occurrence and \$16,000,000.00 aggregate, through combination of principal and excess coverage; which insurance shall insure against those risks attendant to the activities usually associated with the operation of the Training Camp, and which policies shall be issued by a reputable insurance company licensed to do business in the State of Indiana. During the Training Camp Period, Commission shall be named as an additional insured on such policies, as applicable. Commission shall maintain usual and customary "special cause of loss" policies of property insurance at replacement cost, and Commercial General Liability insurance policies, in the following amounts: \$16,000,000.00 per occurrence and \$16,000,000.00 aggregate, through combination of principal and excess coverage; each with such terms, coverages, and conditions as are normally carried by reasonably prudent owners of facilities similar to those which are the subject of this Agreement, including dram shop liability coverage, and, during the Training Camp Period, will name Club as an additional insured on such insurance policies and provide proof thereof to Club. With respect to property insurance, Commission and Club mutually waive all rights of subrogation, and the respective property insurance policies carried by Commission and Club shall contain enforceable waiver of subrogation endorsements, to the extent that the respective carriers will incorporate and approve such provisions. If either Commission or Club cannot obtain this waiver provision from its carrier, then this waiver provision shall not be considered enforceable.

8. **Waiver and Indemnification.** Notwithstanding any other provision herein to the contrary, Club and Commission each release the other and their respective owners, shareholders, trustees, officers, directors, employees, agents, invitees and contractors, and on behalf of its insurers, and waives its entire right to recovery against the other for loss or damage to the waiving Party and its property to the extent that the loss or damage is insurable by a property casualty insurance policy, whether or not carried by the waiving Party, and to the extent that such waiver does not conflict with or void any applicable policy of insurance issued to the waiving Party.

9. **Parking.** Commission will provide Club with exclusive use of Lot D for all Club personnel, owner, media, sponsors, and other persons reasonably designated by Club.

10. **Marketing.** Club shall retain all marketing rights, including, but not limited to, all signage and broadcast rights, with respect to Training Camp and all activities related thereto and will use commercially reasonable efforts (at no cost or expense to Club) to cooperate with Commission in publicizing the existence of the Training Camp at the Facility for the mutual benefit

of the Parties. Club and Commission shall cooperate with each other to schedule events to promote the public's attendance at Training Camp and Commission's role in bringing Club to the Training Camp. During the Term of this Agreement Commission shall be entitled to erect permanent signage at the Events Center identifying the Facility as the "Official Home of the Indianapolis Colts' Training Camp", or substantially similar wording. Nothing in this Paragraph will be deemed to prevent Commission from publicizing the existence of the Training Camp at the Facility or from participating in bona fide news reports concerning Training Camp.

11. **Addenda; Notice of Default; Termination.** At the conclusion of each annual Training Camp Period, but no later than January 1 of the following year, the Parties shall meet to identify any modifications, enhancements, or clarifications to be made to this Agreement and future Training Camps. The Parties shall memorialize any such provisions in Addenda to this Agreement. Either Party may terminate this Agreement for cause upon 60 days' written notice. Prior to exercising their right to terminate this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of the default and 30 days to cure such default (unless such default requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such 30 day period, in which case the non-defaulting Party shall not be permitted to terminate this Agreement so long as the defaulting Party has commenced curing such default with the 30 day period and diligently and in good faith continues the same until completion). From the Effective Date through September 30, 2022, neither Party shall have the right to terminate this Agreement for convenience. Commencing on October 1, 2022, either Party may terminate this Agreement for any reason or no reason upon 18 months' prior written notice to the other Party.

12. **Dispute Resolution.** If any controversy, dispute, or claim arises between Commission and Club with respect to this Agreement, the Parties shall exhaust all commercially reasonable means to resolve the matter amicably and in good faith. If they are unsuccessful, the controversy, dispute, or claim shall be governed by and subject to the current version of the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. In reaching his or her decision, the Arbitrator shall have no authority to change or modify any provision of this Agreement or any other written agreement between Club and Commission concerning the subject matter of this Agreement. The Arbitrator may, however, award any and all relief available under any state, federal, or local statute, law, or regulation applicable to the relevant controversy, dispute, or claim.

13. **Miscellaneous.**

A. This Agreement, together with all Exhibits, contains the entire agreement between Commission and Club. Commission and Club each represents to the other that it has full power and authority to execute and perform this Agreement.

B. No modification of this Agreement shall be effective unless it is a written modification signed by both Parties.

C. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. Club will return all facilities at the end of each Training Camp Period in the same condition as existed prior to the start of each Training Camp Period, normal wear and tear excepted. Club shall be responsible for the repair of facilities damaged beyond normal wear and tear upon completion of each Training Camp Period (excluding any loss that would typically be covered under Commission's casualty insurance). Commission shall provide to Club a written instrument providing reasonable detail of the damage within 60 days of the conclusion of the Training Camp Period, if any, or Commission shall be deemed to have waived any right to recovery under this Paragraph. Club agrees to promptly repair all damage within 30 days receipt of such notice. The terms of this Paragraph are subject to the provisions of Paragraphs 7 and 8 of this Agreement. In the event Club fails to repair all damage within 30 days receipt of such notice, Commission, at its election, may make such repairs and Club shall promptly reimburse Commission for the same, plus a fee of five percent.

E. In no event shall Commission have a lien against, or a security interest in, any of Club's personal property now or hereafter located on the campus, nor shall this Agreement be construed as a security agreement creating a security interest in such property. In the event any mechanic's or other lien shall at any time be filed against the Facility by reason of work, labor, services, or materials performed or furnished, or alleged to be performed or furnished by a contractor or materialman in privity to Club or to anyone holding the Facility through or under Club, Club, within 30 days of filing, shall cause the same to be discharged of record or bonded. If Club shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Commission, Commission may discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Commission, shall be due and payable by Club to Commission upon demand. This Agreement shall not be construed to create a partnership or joint venture between the Parties.

F. Neither Commission or Club shall be deemed to have breached this Agreement solely as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from any act of God, action of the elements, fire, accident, riot, interruption of power or water, act of war, act of terrorism, invasion, strike, labor dispute, lockout, civil commotion, enactment of laws or other casualty or cause, whether similar or dissimilar, arising in a manner beyond the reasonable control of the Party required to perform and without such Party's negligence or willful misconduct (each a "Force Majeure Condition"). Either Commission or Club shall be entitled to terminate this Agreement immediately upon the occurrence of a Force Majeure Condition that significantly delays or cancels the commencement of a Training Camp Period or that renders Commission unable, in the reasonable judgment of the terminating Party, to provide the facilities and services to be provided hereunder. Notwithstanding the foregoing,

if the commencement of any Training Camp Period is cancelled or significantly delayed as a consequence of an NFL work stoppage, the Parties may extend the Term of this Agreement for one year. If the NFL work stoppage continues so as to significantly delay or cancel more than one Training Camp Period, either Party may terminate this Agreement.

G. All notices to be delivered under this Agreement shall be given in writing, mailed (postage prepaid) or personally delivered as follows:

(1) To Commission as follows:

Redevelopment Commission of Westfield, Indiana
City of Westfield
2728 E. 171st Street
Westfield, Indiana 46074
Attn: Todd Burtron, Chief of Staff

With copies to (which will not constitute notice):

Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204
Attn: Chou-il Lee, Esq. and Blake Burgan, Esq.

Grand Park Event Center Manager
19000 Grand Park Boulevard
Westfield, IN 46074

(2) To Club as follows:

Indianapolis Colts, Inc.
7001 West 56th Street
Indianapolis, Indiana 46254
Attention: Pete Ward

With a copy to:

Indianapolis Colts, Inc.
7001 West 56th Street
Indianapolis, Indiana 46254
Attention: Daniel C. Emerson

H. This Agreement shall be governed in all respects by the laws of the State of Indiana, without regard to the principles of conflicts of laws. Subject to the dispute resolution provisions of Paragraph 12, Club and Commission agree, stipulate, and consent to the sole and exclusive jurisdiction and venue over any litigation concerning this

Agreement resting solely in the federal or state court presiding in or over Hamilton County, Indiana.

I. Commission will furnish a full-time Event Manager to use its best efforts to assure that needs of Club are met during each Training Camp Period. The initial Camp Director shall be LST Marketing and any successor shall be subject to the prior consent of Club, which consent shall not be unreasonably withheld. The Event Manager will be available during each Training Camp Period during normal business hours at the Facility and shall be available by cell phone at all other times. If for any reason the Event Manager will be unavailable to Club during any Training Camp Period at any time (including outside of normal business hours), Commission shall immediately advise Club who is acting on behalf of Commission in the place of the Event Manager. Commission has designated SiteSearch, LLC as its "Housing Manager" to provide housing services and coordination for events at the Facility and in Grand Park. The Housing Manager can be contacted at (317) 279-6810 or amyeicher1@gmail.com.

J. The Parties have identified a specific list of respective responsibilities as a "Training Camp Checklist" attached hereto as Exhibit B. Upon Club's request, Commission may agree to provide services or the use of facilities beyond those specifically identified in this Agreement and its Exhibits ("Additional Services"). Before Commission provides such Additional Services, the Parties, through their designated and authorized representatives, shall reduce to writing their agreement with respect to any such Additional Services and any commensurate additional compensation to Commission.

K. Commission acknowledges that Club's presence at the Facility will result in many members of media, corporate sponsors of Club, and fans of Club coming to the Facility to view Club's practices and operations. Notwithstanding its obligations under this Agreement to provide for the safety and well-being of such persons, and without limiting such obligations, Commission further acknowledges that it is very important to Club that all such persons be treated well during visits to the Facility, during the Training Camp Period, and Commission covenants that it shall use its best efforts to cause all such persons to be well treated and have reasonable access to all public viewing areas. It is likewise important, and Club agrees, to use its best efforts to have all Club personnel treat Commission personnel and visitors with courtesy and respect.

L. This Agreement is subject to, subordinate to, and must at all times be in compliance with NFL Rules. For purposes of this Agreement, "NFL Rules" means the NFL's Constitution, By-Laws, rules, regulations, policies, and agreements, in each case as amended and in effect from time to time. If NFL Rules cause Club or Commission to be unable to perform any portion of this Agreement, the Parties will negotiate in good faith to determine an alternative item or means of performance.

[Signature Page Follows]


IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.


**INDIANAPOLIS COLTS, INC.
"CLUB"**

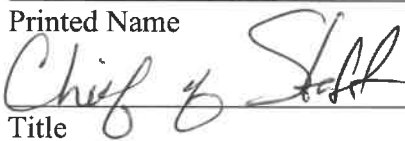


Pete Ward, Chief Operating Officer

**WESTFIELD REDEVELOPMENT COMMISSION
"COMMISSION"**

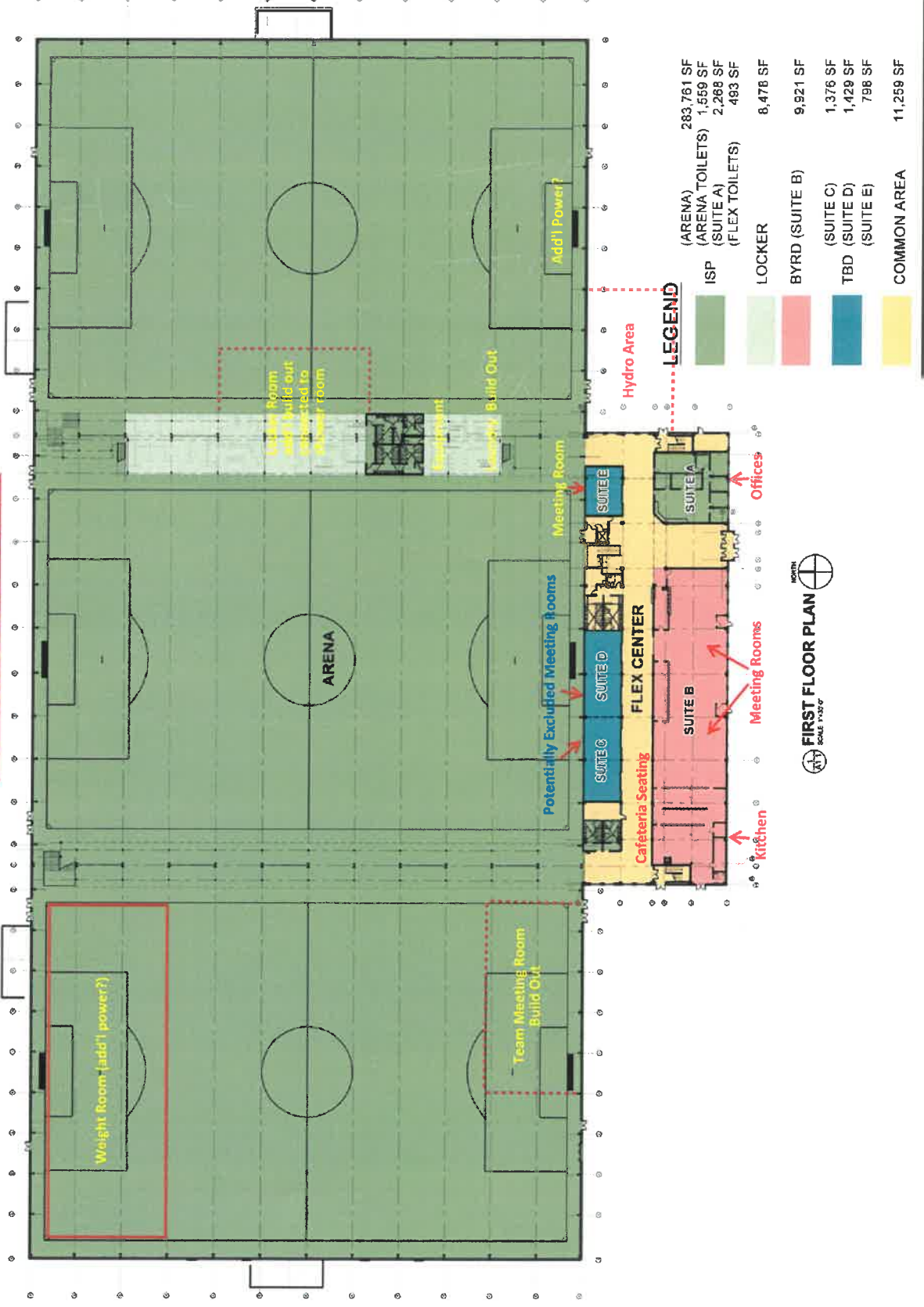


Signature


Printed Name


Title

EXHIBIT A-1



LEGEND

(ARENA)	283,761 SF
(ARENA TOILETS)	1,559 SF
(SUITE A)	2,268 SF
(FLEX TOILETS)	493 SF
(SUITE B)	8,478 SF
(SUITE C)	9,921 SF
(SUITE D)	1,376 SF
(SUITE E)	1,429 SF
(COMMON AREA)	798 SF
(COMMON AREA)	11,259 SF



PROJECT NAME

TENANT IMPROVEMENT
 AT GRAND PARK INDOOR SPORT
 AND RECREATION FACILITY
 701 E 191ST STREET
 WESTFIELD, INDIANA

REVISION
 02.10.2015 - PRELIM. DCT
 06.22.2015 - STATE SUBMITTAL

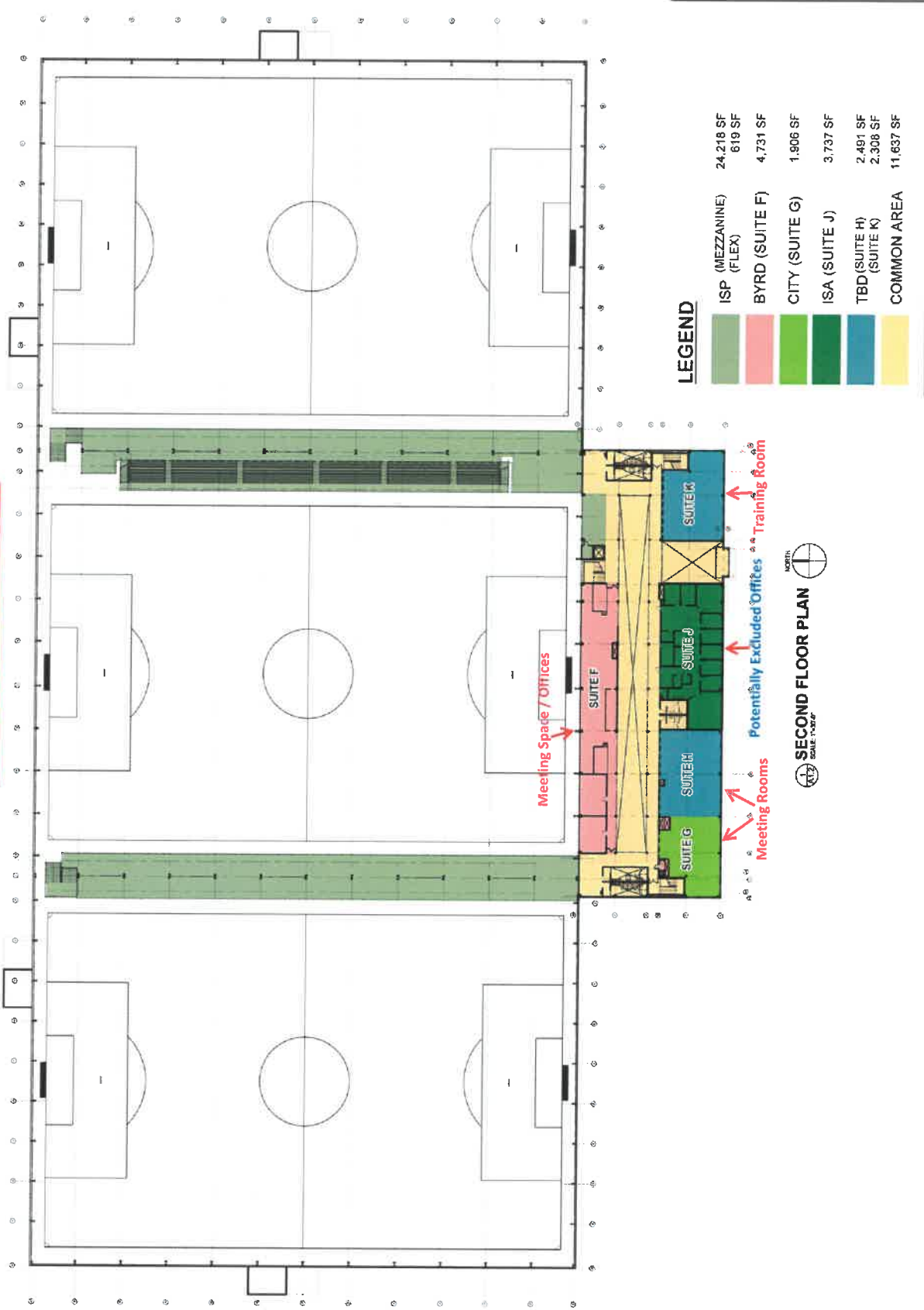
SHEET TITLE

SCALE

DATE
 08.28.2015
 DISCIPLINE
 ARCHITECTURE
 SHEET NO.
 -JY-

A1.1

EXHIBIT A-2



LEGEND

ISP (MEZZANINE) (FLEX)	24,218 SF
BYRD (SUITE F)	619 SF
CITY (SUITE G)	4,731 SF
ISA (SUITE J)	1,906 SF
TBD (SUITE H) (SUITE K)	3,737 SF
COMMON AREA	2,491 SF
	2,308 SF
	11,637 SF



EXHIBIT B – TRAINING CAMP CHECKLIST

	Provided Items/Services	Party Providing
I.	LAUNDRY/DRY CLEANING	
	a. Laundry Room	Grand Park
	i. Four Industrial Size Washers	Colts
	ii. Four Industrial Size Dryers	Colts
	b. Housing Linens / Towels	Hotel
	c. Located in close proximity to Players' locker and Training rooms	Grand Park
	d. Secured laundry rooms by on-site security personnel	Colts
II.	EQUIPMENT ROOMS	
	a. Sufficient space for support of Football Operations	Grand Park
	b. Secured Storage Area	Grand Park
	c. Front Counter Set Up for Player Uniform Support	Grand Park
	d. Closet Space for Storage	Grand Park
	e. Five Fans for Drying Out Player Uniforms and Equipment	Colts
	f. Office and Four Desks	Grand Park
	g. Phones with adequate outlets provided for hookup	Colts
	h. Large Doors for Trucks and Large Boxes	Grand Park
	i. Located in close proximity to Players' locker rooms	Grand Park
III.	LOCKER ROOMS	
	a. Sufficient space for 90 football lockers with 90 chairs that support 300 lb. men	Grand Park
	b. Adequate locker space for shoulder pads, helmets, shoes, pads, etc.	Grand Park
	c. Air-Conditioned Locker Rooms	Grand Park
	d. Showers, toilets, sinks, mirrors; need at least ten urinals, ten toilets and 25 showerheads (15 of which to be seven feet high)	Grand Park
	e. Housekeeping and Janitorial Services	Grand Park
	f. Secured locker rooms by on-site security personnel	Colts
	g. Coaches' locker rooms to be located in close proximity to Players' locker rooms	Grand Park
	h. Coaches' locker rooms to have 25 lockers similar in size to Players' locker rooms and 25 chairs	Grand Park
IV.	TRAINING ROOM NEEDS	
	a. Training Room must be located within 15 minutes of Hospital	
	b. Paramedics / EMTs on standby for team	Colts
	c. Paramedics / EMTs on standby for fans	Grand Park
	d. Physical layout to be detailed under separate memo	Colts
	e. Close proximity to Players' locker rooms for treatment of Players	Grand Park
	f. Adequate hydrotherapy space for Player treatment	Grand Park
	g. Additional electrical outlets/power are required as directed by the Training Staff for whirlpools and rehab equipment	Grand Park
	h. Doctors' exam room with toilet in secured part of room	Grand Park
	i. Secured Storage Area	Colts
	j. Office set-up for five trainers and one physical therapist	Grand Park

	Provided Items/Services	Party Providing
	j. Fax machines and phone	Colts
	k. Adequate outlets/connectors for fax machines/phone	Grand Park
	l. Ice Machine located in training room to support daily operations	Grand Park
V.	WEIGHT AND CONDITIONING ROOM	
	a. Area will have sufficient electrical power to support at least five dedicated 20-amp circuits for commercial treadmills and other powered equipment	Grand Park
	b. Additional electrical outlets will be needed as directed by the Strength and Conditioning Staff	Grand Park
	c. Area needs to be large enough to accommodate free weights and various workout stations as directed by Strength and Conditioning Staff	Grand Park
	d. Needs to be located in close proximity to Training and Locker Rooms	Grand Park
VI.	OFFICE SPACES AND SUPPLIES	
	a. Football Operations and Staff	Grand Park
	b. Scouting/Personnel	Grand Park
	c. Public Relations	Grand Park
	d. Video	Grand Park
	e. Marketing	Colts
	f. Training	Grand Park
	g. Equipment	Grand Park
	h. Weight Room	Grand Park
	i. Specific needs:	
	i. Desks (one desk per office/workstation)	Grand Park
	ii. Chairs (one per office/workstation)	Grand Park
	iii. Filing Cabinets (one per office; per work station upon request)	Grand Park
	iv. 6-8 Foot Tables (one per two Players in each meeting room)	Grand Park
	v. Marker Boards (two per meeting room)	Colts
	vi. Projectors (one per meeting room; one per positional coaches' offices)	Colts
	vii. Projection Screens (one per meeting room; one per positional coaches' offices)	Grand Park
	viii. Copy Machines	Grand Park / Colts
	ix. Fax Machines	Colts
	x. Phones	Colts
	xi. Trash Cans (one small for each workstation, desk; one large for meeting rooms)	Grand Park
	xii. Ethernet and Wi-Fi connectivity (high-speed internet access of 500 mbps shall be available by way of secure Ethernet and Wi-Fi connectivity in Events Center and Fields occupied by Club)	Grand Park
VII.	MEETING ROOMS	
	a. Team Meeting Room	Grand Park

Provided Items/Services	Party Providing
i. Seating for 130 Players; tiered classroom set up with desktop/table for noting (2,000+SF)	Grand Park
ii. Utilized for Offense and Special Team Meetings	Grand Park
b. Defense Team Meeting Room	Grand Park
i. Set up classroom style to accommodate 55 Players and 3-5 Coaches	Grand Park
ii. Utilized for Defensive Backs Team Meetings (1,200+SF)	Grand Park
c. Defensive Line – set up classroom style to accommodate 15 Players and 3-5 Coaches (600SF)	Grand Park
d. Linebacker – set up classroom style to accommodate 10 Players and 3-5 Coaches (600SF)	Grand Park
e. Outside Linebacker - set up classroom style to accommodate 10 Players and 3-5 Coaches (600SF)	Grand Park
f. Offensive Line - set up classroom style to accommodate 15 Players and 3-5 Coaches (800SF)	Grand Park
g. Tight Ends - set up classroom style to accommodate 15 Players and 3-5 Coaches (350SF)	Grand Park
h. Running Backs - set up classroom/boardroom style to accommodate 8 Players and 3-5 Coaches (350SF)	Grand Park
i. Quarterbacks - set up classroom/boardroom style to accommodate 6 Players 3-5 Coaches (250SF)	Grand Park
j. Wide Receivers - set up classroom/boardroom style to accommodate 8 Players and 3-5 Coaches (400SF)	Grand Park
k. Special Teams - set up boardroom style to accommodate 6 Players and 3-5 Coaches (300SF)	Grand Park
l. Head Coach office with conference table to accommodate 25 people; needs secretarial workstation adjacent to office; close proximity to General Manager’s office	Grand Park
m. General Manager office with conference table to accommodate eight people; needs secretarial workstation adjacent to office; close proximity to Head Coach’s office	Grand Park
n. Scouting Office with conference table to accommodate twelve people	Grand Park
o. Pro Personnel Office with conference table to accommodate three people	Grand Park
p. Visiting Coaches’ Office with conference table to accommodate six people set up boardroom style (need to watch film)	Grand Park
q. Video Production Room	Grand Park
i. Large enough to accommodate video/editing equipment	Grand Park
ii. Close proximity to position rooms as outlined above, c. – k.	Grand Park
iii. Six eight-foot folding tables	Grand Park
iv. Two office desks with two chairs	Grand Park
v. multiple power outlets with sufficient power capability are needed to make this room function properly	Grand Park
r. Specific Meeting Room Needs:	

Provided Items/Services	Party Providing
i. ALL chairs need to support 300 lb. men	Grand Park
ii. Classroom style = Two Players, two chairs, one folding table	Grand Park
iii. All meeting rooms to be air-conditioned and set up to include projection screen and two eight-foot grease boards	Grand Park
iv. Each meeting room, c. – k. above, needs to have a permanent desk and chair (for position coaches)	Grand Park
s. Camp Operations Room – centrally located in Events Center and will have copy machine, two folding tables and two chairs	Grand Park

EXHIBIT C – FACILITY PARKING, COLTS CITY, MEDIA AND OUTDOOR FIELD USE

Facility parking will be available in the below, identified lots for the Training Camp Period.

PARKING	
LOT/AREA	NOTES
LOT C	Fan/Visitor Parking
LOT D	Colts/VIP
LOT E	Fan/Visitor Parking
LOT F	Fan/Visitor Parking
COLTS CITY	
LOT G	Colts City / Additional Visitor Parking
COLTS MEDIA USE	
-	Field Sports Admin Building – 1 room allotted for Colts Media use
4	Colts Media
OUTDOOR ATHLETIC FIELDS USE	
F1	Main Stadium Outdoor Athletic Field Use
F9	Outdoor Athletic Field Use
F10	Outdoor Athletic Field Use
F31	Outdoor Athletic Field Use



EXHIBIT D – EXISTING SPONSORS

1. Adidas -- (Contract expires December 31, 2019)
2. Duke Energy-- (Contract expires December 31, 2017)
3. Charleston's -- (Contract expires December 31, 2019)
4. Brightview-- (Contract expires June 14, 2025)
5. Copper Trace-- (Contract expires July 17, 2018)
6. Estridge Homes-- (Contract expires March 31, 2019)
7. Indiana Construction Roundtable (ICR) -- (Contract expires June 30, 2019)
8. Sundown Gardens-- (Contract expires December 31, 2019)