PROJECT ID: 415864
INCENTIVE ID: A229-4-SEF-8871

INDIANA ECONOMIC DEVELOPMENT CORPORATION
SKILLS ENHANCEMENT FUND (SEF) GRANT AGREEMENT

(REV: 09/14)

This Agreement (the "Agreement") is between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "IEDC") and **DUNHAM'S ATHLEISURE CORPORATION** (the "Grantee"). The parties to the Agreement, in consideration of the mutual covenants, obligations, and stipulations set forth herein, witness and agree as follows:

1. PURPOSE OF AGREEMENT:

To fulfill the purposes provided in Indiana Code § 5-28-1-1 and Indiana Code § 5-28-7, and in accordance with the terms and conditions contained herein, the IEDC has awarded a grant under the State of Indiana's Training 2000 Program and Fund, Skills Enhancement Fund Allocation ("SEF Fund") of up to the Maximum Grant Amount. The grant funds shall be used exclusively in accordance with the provisions of the Agreement and Indiana Code § 5–28–7, which establishes the SEF Fund, as well as any rules adopted thereunder, and no other purpose. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in Exhibit A, which is attached hereto and incorporated by reference.

2. TERM OF AGREEMENT:

The Agreement will be effective as of the Commencement Date through the end of the Reporting Period (the "Term of the Agreement").

3. DESCRIPTION OF THE PROJECT:

For the Grantee to be eligible to earn the Maximum Grant Amount, the Grantee will satisfy its obligations as reflected in the following representations, which the IEDC has relied upon:

A. The Grantee will complete the Project at the Project Location.

B. The Grantee will develop and implement the training programs for the Project as described in Exhibit A.

C. The Grantee represents that the number of permanent, Full-Time Employees (as defined in Indiana Code § 6–3.1–13–4) from whom Indiana state income tax withholdings are retained by the State of Indiana, employed as of the Commencement Date at the Project Location, is the Base Employment Number.

D. If applicable, the Project will result in the creation of New Employees (as defined in Indiana Code § 6-3.1-13-6) at the Project Location as described in the Fiscal Impact Requirements.

E. The Project will result in the training of Full-Time Employees at the Project Location as described in the Fiscal Impact Requirements.

F. The Project is anticipated to involve at least the Capital Investment Amount.

4. USE OF GRANT FUNDS BY GRANTEE:

Grant funds received by the Grantee pursuant to the Agreement shall be used only to reimburse the Grantee for eligible training expenditures for the approved Project and permissible under Indiana Code § 5–28–7–2. The Grantee may use funds from other public sources to finance the training activities eligible for reimbursement under the Agreement as long as the Grantee receives no more than one-hundred percent (100%) of the training costs from all sources.

5. PAYMENT OF GRANT FUNDS BY THE IEDC:

The payment of this grant by the IEDC to the Grantee shall be made in accordance with the following schedule and conditions:

A. Reimbursement Rate: The reimbursement rate is fifty percent (50%) of the eligible training costs, up to the Maximum Grant Amount.

B. Travel Expenses. Eligible training expenses may include travel, which must not exceed thirty percent (30%) of the Maximum Grant Amount without prior written approval by the IEDC. To be reimbursed, travel expenses must be reasonable, as determined by the IEDC. The IEDC may apply State Travel Policies and Guidelines in the State's most current Financial Management Circular, as amended.

C. Trainee Wages. Eligible training expenses may include actual wages paid to trainees who are Full-Time Employees at the Project Location for their time while attending a training session. These expenses may not exceed fifty percent (50%) of the Maximum Grant Amount without prior written approval by the IEDC.

D. Claims for Reimbursement. Claims must be submitted in the form and manner provided by the IEDC. The Grantee may submit up to eight (8) claims for training expenses occurring between the Commencement Date and the Training Deadline. Sixty (60) days after the Training Deadline, the IEDC will not have any further obligation for payment for training expenses for which the Grantee has not submitted a claim. The Grantee may, before the Training Deadline, make a written request for an additional thirty (30) days additional time to submit a final claim and all final paperwork. It is solely within the IEDC's discretion whether to grant the request.

E. Fiscal Impact Requirements. In order for a claim to be reimbursed, the Grantee must show that the scheduled progress has occurred towards completion of the Project and the Fiscal Impact Requirements. If these requirements are in the process of being met, the IEDC may, at its discretion, delay full reimbursement until the Requirements are fully satisfied. Should Grantee fail to meet the Fiscal Impact Requirements by the Training Deadline, the grant funds will be deobligated by the IEDC and the Grantee may not make any additional claims for reimbursement, even if the Grantee's performance, after the Training Deadline and before the end of the Reporting Period, meets the Fiscal Impact Requirements. The Grantee's obligation to report until the end of the Reporting Period shall remain unchanged.

F. Grantee Account Information. The Grantee agrees to comply with requests for information for the purpose of processing payment in accordance with State fiscal policies and procedures, including those required by Indiana Code § 4–13–2–14.8. Payments will be made by electronic funds transfer to the financial institution designated in writing by the Grantee, unless a specific waiver has been obtained from the State Auditor's Office. The written authorization for the electronic funds transfer must designate a financial institution and an account number to which all payments are to be credited.

G. Payment Process: After the IEDC approves the claim for reimbursement, the IEDC will submit the claim to the State Auditor's Office for payment, in accordance with State fiscal policies and procedures.

H. Retention of Final Distribution Amount: Payment of the Final Distribution Amount is subject to the Monitoring Review.

6. MONITORING REVIEW

A. The IEDC may periodically carry out a monitoring review, including an evaluation of activities, as deemed appropriate by the IEDC (the "Monitoring Review"). The Grantee shall effectively ensure the cooperation of its employees in the Monitoring Review and shall produce all documentation reasonably requested by the IEDC. The Grantee will take all actions necessary to correct or cure any issues identified by the IEDC during the Monitoring Review.

If the IEDC elects to conduct an on-site Monitoring Review of the Project and its related training program, the IEDC may withhold up to the Final Distribution Amount until the Monitoring Review is completed. The IEDC may elect, in whole or in part, to disburse funds before the Monitoring Review has been completed.

7. DUTIES AND RESPONSIBILITIES OF GRANTEE:

A. In addition to the Fiscal Impact Requirements, the Grantee agrees to: (1) maintain operations at the Project Location from at least the Commencement Date until the end of the Reporting Period, and (2) employ at least eighty percent (80%) of the Grantee's Base Employment Number between the Training Deadline and the end of the Reporting Period.

B. The Grantee made certain representations to the IEDC regarding the Project in the Grantee's application and the Agreement. The Grantee represents and warrants that all representations, statements, and all other matters contained in the application submitted by the Grantee to the IEDC and the Agreement are true and complete in all materials respects.

C. The Grantee will submit an annual report not later than the 45th day following the close of each reporting year, in the form and medium provided by the IEDC. The annual report, which shall be certified as true and correct by an authorized Grantee representative, shall contain the information listed in the annual report form provided by the IEDC, including but not limited to:

(1.) The number of Full-Time Employees at the Project Location employed as of the end of the reporting year;

(2.) The average wage of the Full-Time Employees at the Project Location employed at any point during the reporting year, reported on an hourly basis (whether paid hourly or not, e.g. a salaried employee);

(3.) The aggregate actual W-2 payroll (box 1) of the Full-Time Employees at the Project Location employed at any point during the reporting year;

(4.) The amount of Capital Investment made at the Project Location during the reporting year;

(5.) The number of Full-Time Employees trained for the Project and the amount spent during the reporting year;

(6.) To substantiate the foregoing, a project employment sheet with the Full-Time Employees at the Project Location listed by employee name, including: last four (4) digits of Social Security number or other unique identifier, state of residence, hire date, termination date (if applicable), average wage, and payroll; and

(7.) Any other information required by the IEDC to perform its duties under Indiana Code § 5-28-7, so long as the Company is given notice of such requirements and reasonable time to prepare such information.

The foregoing information is submitted pursuant to Indiana Code § 6–8.1–7–1 for purposes of determining the Company's Indiana state tax liability, and the IEDC shall treat the above information as confidential, financial information pursuant to Indiana Code § 5–14–3, unless the IEDC determines that it is prohibited from doing so by law or judicial order.

D. If the Company has engaged a Professional Employer Organization ("PEO"), as defined by Indiana Code § 27-16-2-13, either the Company or the PEO must submit to the IEDC the information required in the annual report in order for any employees of the PEO to be treated as employees of the Company as provided by Indiana Code § 27-16-3-4. The Company represents that it has entered into agreements with the PEO necessary to effectuate these reporting provisions.

8. NONCOMPLIANCE:

A. Noncompliance – Employment and/or Investment: Pursuant to Indiana Code § 5–28–6–6(3), in the event that the IEDC determines that the actual employment or investment may not be compliant with the Company's commitments, the following procedures will apply. The IEDC will provide written notice to the Company Contract Administrator providing an opportunity to explain the noncompliance at a closed-door hearing, held either in person at the IEDC's central office or held telephonically, at a mutually convenient time. The Company may submit a written response prior to the scheduled hearing, which shall act as a waiver of the hearing unless the response states otherwise. Failure to attend, in the absence of exceptional circumstances preventing attendance, shall be considered a waiver of any right under Indiana Code § 5–28–6–6.

At any time, the Company may waive, in writing, any right to a hearing or other further proceeding under Indiana Code § 5–28–6–6. In the event of a default under Paragraph 9D or Paragraph 18, the Company hereby waives any right to a hearing under Indiana Code § 5–28–6–6.

Should the IEDC make a final determination of noncompliance, the IEDC may impose an assessment on the Company in an amount that may not exceed the sum of any previously allowed credits, together with interest and penalties required or permitted by law. The Company agrees that aforementioned guidelines are reasonable, fair, and consistent with Indiana Code § 5–28–6–6.

B. Noncompliance – Other Types: In the event that the Company otherwise fails to comply with the terms of the Agreement, the IEDC may determine that a default has occurred. The IEDC will provide notice of the default to the Company Contract Administrator and allow an opportunity for the Company to explain. Should the IEDC find that the explanation is not satisfactory, the IEDC may make an assessment requiring the Company to repay claimed incentives, interest and penalties (if any), or the IEDC may seek any other type of remedy.

C. Waiver and/or Modification of Noncompliance: Pursuant to Indiana Code § 5-28-28-8, and at the sole discretion of the IEDC, the IEDC may waive or modify the recapture of incentives awarded under the Agreement to the Company if the IEDC determines that the Company failed to satisfy the requirements for receiving the credit because of circumstances beyond the Company's control, including:

(1.) natural disaster;

(2.) unforeseen industry trends;
(3.) lack of available labor force;
(4.) loss of a major supplier or market; or
(5.) a circumstance beyond the Company's control, as determined by the IEDC.

D. Mandatory Repayment – Exit or Closure: Pursuant to Indiana Code § 5–28–6–6(4), the Company must repay incentives received in the event of an exit from the State of Indiana or closure of the Project Location.

E. Disclosure: The amount of any repayment, assessment, interest and/or penalty shall be a matter of public record. The IEDC may disclose certain information relating to (i) any reduction or repayment of a grant payment provided under the Agreement as a result of the Company's noncompliance; (ii) any waivers or modifications of the Agreement; (iii) information describing any hearings or determinations made pursuant to this paragraph; and (iv) any other incentive information required to be disclosed by law, as determined by the IEDC.

9. TERMINATION; FUNDING CANCELLATION; EXTENSION:

A. The Agreement may be terminated with or without cause by the IEDC before its Training Deadline by sending the Grantee written notice, as described in Paragraph 17, at least thirty (30) days prior to the date of termination. Upon receipt of this notice from the IEDC to the Grantee, no new or additional liabilities payable from grant funds shall be incurred without the prior written approval of the IEDC. The Grantee shall continue to be responsible and liable for the proper performance of its obligations through the date of termination. In the event of a termination, the IEDC will perform an on-site Monitoring Review of all training program expenditures with respect to the Grantee's proper expenditure of all grant funds and matching funds through the date of termination. Notwithstanding anything set forth in the Agreement to the contrary, a termination shall not alter or affect the Grantee's obligations that extend through the Reporting Period, unless the parties specifically terminate those obligations through a mutually executed written agreement.

B. In the event that the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the Agreement, the Agreement shall be canceled, and the IEDC shall have no further obligation to make payments under the Agreement. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

C. By the Training Deadline, the Grantee may request in writing additional time beyond the sixty (60) days described in Paragraph 5 in which to submit a final claim and all final paperwork. The Grantee's request may be approved and acknowledged by a duly authorized representative of the IEDC. It is solely within the IEDC's discretion whether to grant additional time for submission of claims.

D. The IEDC may terminate the Agreement, and the Grantee shall be obligated to promptly repay any funds received under the Agreement, if any one or more of the following events occur:

(1.) The Grantee makes an assignment, conveyance or surrender of the Project facilities for the benefit of creditors;

(2.) The Grantee applies to any court for the appointment of a trustee or receiver of any substantial part of the assets of the same or commences any proceedings relating to any of the same under any bankruptcy, reorganization, arrangement,

insolvency, readjustment of debt, dissolution, or other liquidation law of any jurisdiction; or

(3.) Any application is filed or proceedings are commenced as described above against the Grantee and the Grantee indicates its approval, consent or acquiescence, or an order is entered appointing a trustee or receiver or adjudication of any of the same as a bankrupt or an insolvent or approving the petition in any such proceedings and such proceedings are not dismissed within sixty (60) days after the filling or commencement of such proceedings.

Should any of the aforementioned events occur, the Grantee shall immediately provide written notice to the IEDC. This paragraph shall not be construed to limit the ability of the IEDC or the IDOR to collect, or limit the Grantee's obligation to repay, any grant funds paid under the Agreement, plus any applicable interest and penalties, should any one or more of the aforementioned events occur.

10. ACCESS TO RECORDS:

The Grantee agrees that the IEDC may elect to engage in monitoring practices independently of, or in conjunction with other appropriate State agencies or departments at all reasonable times during the Term of the Agreement and for three (3) years following the date of final payment under the Agreement, or until a State or federal audit has been completed and all audit exceptions cleared, whichever is earlier. Upon reasonable notice, the Grantee shall make available to the IEDC, its agents, or other appropriate State agencies or officials all books or records in its possession or control which pertain to the Agreement and the Project, including but not limited to tax returns, records of personnel, and conditions of employment. If any site visit is made on the premises of the Grantee or under the Agreement, the Grantee shall provide reasonable facilities and assistance for the safety and convenience of the IEDC or its representatives in the performance of their duties. All such inspections are to be performed so as not to unreasonably disrupt or interfere with the normal business operations of the Grantee.

11. SUBSTANTIAL PERFORMANCE:

The Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof. The parties to the Agreement agree that all terms and conditions to the Agreement are essential.

12. STATUTORY AUTHORITY OF GRANTEE:

As a condition of receiving a grant from the SEF Fund, the Grantee expressly represents and warrants to the IEDC that it is statutorily eligible to receive monies from the SEF Fund under Indiana Code § 5–28–7. The Grantee expressly agrees to promptly repay all monies received under the Agreement should a legal determination of the Grantee's ineligibility be made.

13. COMPLIANCE WITH LAWS:

A. The Grantee agrees to comply with all applicable federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. At the request of either party, the enactment of any relevant State or federal statute or the promulgation of regulations thereunder after execution of the Agreement will be reviewed by the IEDC and the Grantee to determine whether the provisions of the Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4–2–6, Indiana Code § 4–2–7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical

requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate the Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4–2–6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4, and under any other applicable laws.

C. The Grantee represents and warrants, by entering into the Agreement, that neither it nor any of its principals (as defined in Paragraph 20) is presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the IEDC or the State. Further, the Grantee agrees that any payments in arrears and currently due to the IEDC or the State may be withheld from payments due to the Grantee until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.

D. The Grantee represents and warrants that it has no pending, current, or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IEDC of any such actions, should they arise. During the term of such actions, the Grantee agrees that the IEDC may delay, withhold, or deny payment of claims for grant funds otherwise available under the Agreement or any other tax credits or incentives issued pursuant to the Agreement or any other agreement with the State or any of its agencies or departments.

E. If a legitimate dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC, the State, or its agencies, and the IEDC decides to delay, withhold, or deny funding or credits to the Grantee, the Grantee may request that funding be continued.

F. The Grantee represents and warrants that the Grantee and its subgrantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, and regulations. Failure to do so is a material breach of the Agreement and is grounds for immediate delay, withholding, or denial of payment of claims for grant funds under the Agreement.

G. The Grantee hereby represents and warrants that it is properly registered and in good standing with the Indiana Secretary of State (the "SOS"). If the Company is or engages a PEO pursuant to Indiana Code § 27-16-2-13, the Company represents and warrants for and on behalf of the PEO that the PEO is properly registered and in good standing with the Indiana Department of Insurance. The Grantee represents and warrants that it has also, if required, registered with the Indiana Department of Workforce Development (the "DWD") and has no outstanding workforce issues with the DWD. The Grantee further represents and warrants that if required, it has properly registered with the IDOR and has no outstanding issues with IDOR. The Grantee also represents and warrants that there are no outstanding enforcement actions against it by any agency of the State. The below-named signatory hereby warrants that he/she is authorized to make such affirmations to the IEDC on behalf of the Grantee and, if applicable, the PEO.

H. The Grantee agrees that the IEDC may confirm, at any time, that no past due liabilities exist to the IEDC or to the State. If any such liabilities are discovered, the Grantee agrees that the IEDC or the State may bar the Grantee from contracting with the IEDC or the State in the future, cancel existing contracts, withhold payments to offset such obligations, and/or withhold further payments or purchases until the Grantee becomes current in its payments on its liability to the IEDC or to the State, and has submitted proof of such payment to the IEDC or to the State, or proof that such liability is not actually owed or past due.

I. Any payments that the IEDC may delay, withhold, deny, or apply under the Agreement shall not be subject to penalty or interest under Indiana Code § 5–17–5.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:

As required by Indiana Code § 5–22–3–7:

A. The Grantee and any principals of the Grantee certify that:

(1.) The Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

a. Indiana Code § 24–4.7 [Telephone Solicitation of Consumers];
b. Indiana Code § 24–5–12 [Telephone Solicitations]; or
c. Indiana Code § 24–5–14 [Regulation of Automatic Dialing Machines]

in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and

(2.) The Grantee will not violate the terms of Indiana Code § 24–4.7 for the duration of the Agreement, even if Indiana Code § 24–4.7 is preempted by federal law.

B. The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee:

(1.) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24–4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24–4.7 is preempted by federal law; and

(2.) Will not violate the terms of Indiana Code § 24–4.7 for the duration of the Agreement, even if Indiana Code § 24–4.7 is preempted by federal law.

15. DRUG-FREE WORKPLACE CERTIFICATION:

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace at the Project Location. The Grantee will give written notice to the IEDC within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in the Agreement is in excess of $25,000.00, the Grantee agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the IEDC in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16. NONDISCRIMINATION:

Pursuant to Indiana Code § 22–9–1–10, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee and its subgrantees shall not discriminate against any employee or applicant for employment related to the Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, disability, national origin, ancestry, or status as a veteran. Breach of this covenant may be regarded as a material breach of the Agreement. Acceptance of the Agreement also signifies compliance with applicable federal and State laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES:

A. Whenever any notice or written communication ("Notice") is required under the Agreement, it shall be sent to the following address, unless otherwise advised in writing:

(1.) Notices to the IEDC shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attention: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

(2.) Notices to the Grantee shall be sent to the Grantee Contract Administrator. It is the responsibility of the Grantee to keep all contact information properly updated using the IEDC's online system.

B. Notice from the IEDC to the Grantee may be provided via electronic mail to the Grantee's electronic mail address specified at Exhibit A, or via certified or registered mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch.

C. As required by Indiana Code § 4–13–2–14.8 and detailed in Paragraph 5E, payments to the Grantee shall be made via electronic funds transfer in accordance with the instructions filed by the Grantee with the Indiana State Auditor's Office, unless an exception to such requirement is approved by the IEDC and the State. Payments shall be deemed delivered upon transmission pursuant to the written instructions of the Grantee.

18. SUCCESSION AND ASSIGNMENT:

A. The Agreement binds the Grantee's successors and assignees to all terms and conditions herein. The Grantee shall not assign, subgrant, or subcontract the whole or any part of the Project or the Agreement without the prior written approval of the IEDC.

B. In the event of any reorganization, transfer of assets, consolidation, merger, or dissolution, the Grantee must notify the IEDC in writing within thirty (30) days following the reorganization, transfer of assets, consolidation, merger, or dissolution. The Grantee may not, through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or any other voluntary action, seek to avoid the observance or performance of its obligations to the IEDC under the Agreement.

19. INDEMNIFICATION:

The Grantee agrees to indemnify, defend, and hold harmless the IEDC and the State and their respective agents, officers, employees, and representatives from all claims and suits arising from or relating to the Agreement. The Grantee shall bear all costs, including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its contractors or invitees, if any. The IEDC shall not provide any indemnification to the Grantee or its employees, contractors, agents, or invitees/licensees.

20. DEBARMENT AND SUSPENSION:

The Grantee certifies, by entering into the Agreement, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into the Agreement by any federal agency or department, the IEDC, or any agency or political subdivision of the State. The term "principal" for purposes of the Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

21. PENALTIES; INTEREST; ATTORNEY'S FEES:

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, including Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1. In the event of legal action or proceedings of any kind, including without limitation enforcement of payment terms, the recapture of grant funds, or for an assessment, whether brought by either party, the IEDC shall be entitled to reasonable attorney's fees, court costs, and other related reasonable expenses, plus interest pursuant to Indiana Code § 34-51-4-9.

22. MISCELLANEOUS:

A. The headings in the Agreement are intended solely for reference and will be given no effect in the construction or interpretation of the Agreement.

B. The Agreement, including any attached Exhibits, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Agreement of the parties with respect to the subject matter hereof. The Agreement may not be altered or amended except in writing, signed by authorized representatives of the IEDC and the Grantee.

C. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court of the

Southern District of Indiana. The Grantee hereby consents to the personal jurisdiction of said courts.

D. No waiver of any default, failure to perform, condition, provision, or breach of the Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of the Agreement.

E. If any paragraph, term, condition, or provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term, condition, or provision so found will be deemed severed from the Agreement, but all other paragraphs, terms, conditions, and provisions will remain in full force and effect.

F. The parties to the Agreement, in the performance thereof, will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever. No party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees, or subagents of any other party.

G. The Grantee shall be responsible for providing all legally required unemployment and workers' compensation insurance for its employees.

H. Unless otherwise terminated or modified as expressly permitted hereunder, the Agreement will remain in force during the Term of the Agreement. Notwithstanding anything contained herein to the contrary, provisions of the Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the expiration or termination of the Agreement will survive until their purposes are fulfilled.

I. The Agreement may be executed through an original or through a facsimile copy, and in duplicate or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.

J. The Grantee understands that the Agreement is a public record as defined by the Access to Public Records Act, and once fully executed, will be posted in accordance with the Access to Public Records Act (Indiana Code § 5-14-3-1, et seq.) on the IEDC's transparency portal. Use by the public of the information contained in the Agreement shall not be considered an act of the IEDC or the State of Indiana.

K. If "the Grantee" refers to more than one entity, each entity shall be jointly and severally responsible to satisfy the obligations under the Agreement. In the event of a default, all entities are jointly and severally liable for the repayment obligations in the Agreement, irrespective of which entity caused the default and irrespective of which entity actually received or expended the grant funds.

23. AUTHORITY TO COMMIT TO AGREEMENT:

Notwithstanding anything in the Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts on behalf of the Grantee and has obtained all necessary or applicable approvals to make the Agreement fully binding upon the Grantee when his/her signature is affixed. The Agreement is not subject to further acceptance by the Grantee once accepted by the IEDC.

24. NOTICE OF SEVERE WORKFORCE REDUCTIONS:

During the Term of the Agreement, the Grantee will provide the IEDC written notice at least sixty (60) days in advance of any reductions in workforce that will result in a loss of employment for fifty percent (50%) or more of the employees at the Project Location.

25. DISLOCATED WORKER PROGRAM:

As required by law, the Grantee agrees to consider qualified dislocated workers who reside in Indiana and apply to the Grantee for available employment positions related to the Project. The Grantee is also encouraged to post available job openings and to solicit applications by using IndianaCareerConnect (www.indianacareerconnect.com), or such other resources promoted by the IEDC Dislocated Worker Program. The Grantee understands that the provision of grant funds under the Agreement is contingent upon the Grantee's compliance with this provision.

26. NON-COLLUSION AND ACCEPTANCE:

The undersigned representative of the Grantee attests, subject to the penalties for perjury, (i) that he/she is the contracting party or that he/she is the duly authorized representative, agent, member, or officer of the Grantee; (ii) that he/she has not, nor has any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay; and (iii) that he/she has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

(Remainder of page intentionally left blank)

PROJECT ID: 415864
INCENTIVE ID: A229-4-SEF-8871

IN WITNESS WHEREOF, the Company and the IEDC have, through duly authorized representatives, understood the foregoing terms of this Agreement and do by their respective signatures hereby enter into this Agreement and agree to the terms hereof.

DUNHAM'S ATHLEISURE CORPORATION

Signature

KENNETH R. MEEHAN PRESIDENT
Printed Name and Title

6/17/15
Date

Approved as to Form
Only
Dunham's Legal Dept.
By:
Date: 6/17/15

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Victor P. Smith, Secretary of Commerce
(Digital Signature Stamp Below)

Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith, o=IEDC, ou=Secretary of Commerce, email=vsmith@iedc.in.gov, c=US
Date: 2015.06.18 22:51:23 -04'00'

STATE BUDGET AGENCY
CERTIFIED PURSUANT TO INDIANA CODE § 6-3.1-13-16

FOR
BRIAN E. BAILEY, DIRECTOR

8/21/15
Date

INDIANA ECONOMIC DEVELOPMENT CORPORATION
SKILLS ENHANCEMENT FUND (SEF)
GRANT AGREEMENT

DUNHAM'S ATHLEISURE CORPORATION

EXHIBIT A

1. PROJECT INFORMATION:

A. The Project shall consist of the Grantee, a retailer of full line sporting goods, constructing a new distribution facility to service over 200 stores nationwide, as it has reached capacity at its current facility in Marion, IN.

B. The Capital Investment for the entire Project is anticipated to be **$30,137,000.00** and the expected New Jobs is anticipated to be **135** by the end of the Reporting Period.

C. The Project will be located at **Marion**, **IN** (the "Project Location").

D. "Grantee Contract Administrator" shall mean:

Doug Tracey
VP Strategic Initiatives
Dunham's Athleisure Corporation
5000 Dixie Highway
Waterford, MI 48329
dtracey@dunhamshq.com

2. SCHEDULE OF TERMS:

A. Time Frames:

(1.) "Commencement Date" shall mean **January 24, 2014**.

(2.) "Training Deadline" shall mean **December 31, 2016**.

(3.) "Reporting Period" shall mean the Commencement Date through **December 31, 2021**.

B. Financials:

(1.) "Base Employment Number" shall mean **242**.

(2.) The "Fiscal Impact Requirements" shall mean, by the Training Deadline:

(a.) Continuing to employ at least the Base Employment Number,

(b.) Making the scheduled progress as provided in Paragraph 5 D above,

(c.) Employing at least **346** Full-Time Employees at the Project Location,

(d.) Training at least **312** employees.

(3.) "Final Distribution Amount" shall mean **$10,000.00,** which is equal to twenty percent (20%) of the Maximum Grant Amount.

(4.) "Maximum Grant Amount" shall mean **$50,000.00**.