



August 27, 2010

Mr. Gary Barta
Director of Athletics
University of Iowa
1 Elliot Drive
Iowa City, IA 52242

RE: Amendment and Extension of the Multi-Sport Agreement between
The University of Iowa and NIKE USA, Inc. (as previously amended)
dated September 8, 2004 (the "Multi-Sport Agreement")

Dear Gary:

As discussed, this will confirm our agreement to extend the term of the Multi-Sport Agreement for five (5) additional Contract Years commencing August 1, 2011 and expiring July 31, 2016 (the "Extension Term").

Effective as of the signature date hereof (the "Effective Date"), we have agreed that the Multi-Sport Agreement shall be amended as follows:

1. The "Term" as currently stated in Paragraph 2 shall be deemed amended to state that the Agreement shall remain in full force and effect until expiration on July 31, 2016.
2. As of the Effective Date, Paragraph 5 shall be deemed deleted and replaced in its entirety as follows:
 - (a) Base Compensation. In partial consideration of the rights granted, and performances rendered, by UNIVERSITY hereunder, NIKE shall pay UNIVERSITY Base Compensation in each Contract Year in the amount set forth below opposite the indicated Contract Year, to be paid in two (2) equal semi-annual installments to be made on September 1 and January 15 of each Contract Year (and subject to Paragraphs 15 and 16 below).

The Extension Term	
1st Contract Year (2011-12)	\$275,000
2nd Contract Year (2012-13)	\$300,000
3rd Contract Year (2013-14)	\$300,000
4th Contract Year (2014-15)	\$350,000
5th Contract Year (2015-16)	\$350,000

- (b) Performance Bonuses. In addition to the Base Compensation set forth above, NIKE shall also pay UNIVERSITY cash bonuses as set forth below for each of the indicated performances achieved by the indicated Team for any Contract Year, such bonus(es) to be paid within thirty (30) days of NIKE's receipt from UNIVERSITY of an invoice for such payment.

Men's Basketball Bonuses*	
Plays in NCAA Final Four	\$25,000
Wins NCAA Championship	\$50,000
Women's Basketball Bonuses*	
Plays in NCAA Final Four	\$10,000
Wins NCAA Championship	\$20,000
Football Bonuses**	
Big Ten Championship	\$10,000
BCS Bowl Participant	\$15,000
National Championship	\$50,000
#2 Final AP/USA Today Coaches Poll	\$20,000
#3 Final AP/USA Today Coaches Poll	\$15,000
#4 Final AP/USA Today Coaches Poll	\$10,000
#5 Final AP/USA Today Coaches Poll	\$ 5,000
At least 7 wins	\$ 5,000

* Bonuses shall be non-cumulative, e.g., if men's basketball achieves all of the above performances, UNIVERSITY would earn \$50,000 in bonuses not \$25,000 + \$50,000.

** Bonuses shall be non-cumulative, e.g., team wins the Big Ten and National Championship, UNIVERSITY would earn \$50,000 in bonuses not \$10,000 + \$15,000 + \$50,000.

- (c) Each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE, and receive, the below-indicated amounts of NIKE Product for use by (or in connection with) the Covered Programs, clinics, camps, Coaches, Staff and such other purposes as UNIVERSITY and/or the Director of Athletics may deem appropriate to support the relationship between the parties, including any amount designated for Nike Elite Client services, the successor program to the "NIKE by Mail" program. The aggregate retail value of supplied product that Athletic Department may order for each Contract Year shall be as set forth in the table below. Such NIKE Products shall include, but shall not be limited to, game and practice uniforms, competition balls, and footwear for use by the Covered Programs.

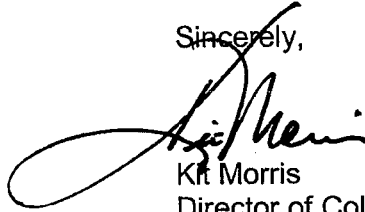
The Extension Term	
1st Contract Year (2011-12)	\$1,000,000 (retail)
2nd Contract Year (2012-13)	\$1,150,000 (retail)
3rd Contract Year (2013-14)	\$1,150,000 (retail)
4th Contract Year (2014-15)	\$1,250,000 (retail)
5th Contract Year (2015-16)	\$1,250,000 (retail)

(d) Additional Covered Program-related NIKE merchandise, including camp balls and tournament gifts, may be purchased at NIKE's published wholesale prices.

3. As of the Effective Date, Paragraph 14(a) shall be deemed amended to provide for a new "Exclusive Negotiating End Date" of September 1, 2015.

Except as modified by this Amendment, all capitalized word used and not otherwise defined in this document shall have the same meaning ascribed to them in the Multi-Sport Agreement, all other terms and conditions of the Multi-Sport Agreement shall remain in full force and effect and all rights and obligations thereunder shall be exercised consistent with the Multi-Sport Agreement.

Sincerely,

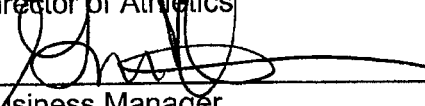


Kit Morris
Director of College Sports Marketing

UNIVERSITY OF IOWA

By:  _____

Gary Barta
Director of Athletics

By:  _____

Business Manager

NIKE USA, Inc.

By:  _____

Tommy Kair
Vice President, U.S. Sports Marketing

By:  _____

No. American Counsel

Dated: 9/14/10 _____

NIKE MULTI-SPORT AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between NIKE USA, Inc. ("NIKE"), having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453, and the UNIVERSITY OF IOWA ("UNIVERSITY"), on behalf of its Athletics Department, having its principal offices at 340 Carver Hawkeye Arena, Iowa City, Iowa 52242.

WITNESSETH

WHEREAS, UNIVERSITY fields and maintains nationally recognized athletic teams in numerous sports (and retains the coaches and staff in connection therewith) and owns all right, title and interest in and to the names, nicknames, mascots, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY or its intercollegiate athletic programs;

WHEREAS, NIKE is a sports and fitness company engaged in the manufacture, distribution and sale of athletic and athleisure footwear, apparel and related accessories, and desires to support UNIVERSITY and certain of its intercollegiate athletic programs as described below; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, it is agreed as follows:

1. DEFINITIONS.

As used in this Agreement, the terms set forth below shall be defined as follows:

- (a) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, subsidiaries and any successor company.
- (b) "UNIVERSITY Marks" shall mean the marks set forth on Exhibit A hereto and all other names, nicknames, mascots, identifications, trademarks, service marks, logographics and/or symbols, and any other recognized symbols associated with UNIVERSITY's intercollegiate athletic programs.
- (c) "Covered Program(s)" shall mean the following intercollegiate varsity athletic programs which are fielded by UNIVERSITY: Football, Men's Basketball, Women's Basketball, and Volleyball.
- (d) "Team" shall mean that group of student-athletes attending the Iowa City campus of UNIVERSITY during the term of this Agreement and comprising the roster of each Covered Program.
- (e) "Coach" shall mean an individual employed during the term of this Agreement to act as a head coach of a Covered Program.
- (f) "Coach Properties" shall mean the Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of sponsorship used by such Coach in connection with the advertisement, promotion and sale of "Products" (as defined below) and appearances and promotion of the UNIVERSITY-NIKE sponsorship, in either case in accordance with the terms of this Agreement.

- (g) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ballpersons, basketball stat crews, etc.) employed by UNIVERSITY during the term of this Agreement to provide services to any Covered Program.
- (h) "Contract Year" shall mean each consecutive twelve (12) month period from August 1 through July 31 during the term of this Agreement.
- (i) "NCAA" shall mean the National Collegiate Athletic Association.
- (j) "Conference" shall mean the Big Ten Conference and such other intercollegiate athletic conferences in which UNIVERSITY is a member.
- (k) "Products" shall mean:
 - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in a Covered Program activity;
 - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, practicewear, thermal wear and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in a Covered Program activity;
 - (3) all other apparel articles of an athletic or athleisure nature including but not limited to polo shirts, tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, bags, socks, hand-towels, receiver's and linemen's gloves, and weight training gloves, that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in a Covered Program activity;
 - (4) Footballs, basketballs, and volleyballs;
 - (5) non-prescription sunglasses, and protective and performance eyewear when available (UNIVERSITY acknowledges that prescription sunglasses or protective eyewear that may be worn by Coaches or Staff members cannot bear on its exterior the logo or other visible identification of any manufacturer or seller of sports eyewear, or footwear or apparel Products other than NIKE);
 - (6) sports timing devices (including wristwatches, race timers, stopwatches, etc. and devices used for competition or training that are also used in combination with timing devices such as heart-rate monitors or calorimeters); and
 - (7) such other sports equipment as NIKE may add to its Product lines at any time during the term of this Agreement and subject to the provisions of Paragraph 13 below.

- (l) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Brand Jordan, Sports Specialties, SPL.28, Bauer, Hurley) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
- (m) "Internet Content" shall mean text, graphics, photographs, film, video, audio and/or other data or information associated with the Internet.
- (n) "Internet" shall mean a global network of interconnected computer networks or other devices which is used to transmit Internet Content that is directly or indirectly delivered to a computer or other device for display to a user thereof, whether such Internet Content is delivered through on-line browsers, off-line browsers, "push" technology, electronic mail, broadband distribution (whether cable, DSL or otherwise), satellite, telephony, wireless or any other means whether now known or hereafter created.
- (o) "Athletics Websites" shall mean www.hawkeyesports.com, or any successor website thereto and any other now existing or hereafter created website owned and/or controlled by UNIVERSITY's Athletic Department excluding www.uiowa.edu.
- (p) "NIKE Websites" shall mean www.nike.com, www.nikebiz.com or any successor website thereto and any other now existing or hereafter created website owned and/or controlled by NIKE.
- (q) "BCS Bowl" shall mean any of the following bowl games among which is rotated the game designated as the "National Championship" title game, and such additional or replacement bowl games as may be established and included in the alliance: the Orange; Sugar; Fiesta; or Rose Bowl.

2. TERM.

This Agreement shall remain in full force and effect for a period of four (4) Contract Years, from August 1, 2004 through July 31, 2008, unless sooner terminated or extended in accordance with the terms and conditions hereof (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements. NIKE shall have the right in its sole discretion to extend this Agreement for an additional period of three (3) years ("Option Term") by giving notice thereof to UNIVERSITY on or before August 1, 2007.

3. GRANT OF SPONSORSHIP RIGHTS.

UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts during the term of this Agreement:

- (a) The designation as "the exclusive supplier of the athletic footwear and apparel of (each Covered Program)" and "the exclusive athletic footwear, apparel and accessories sponsor of (each Covered Program)," "the exclusive supplier of the athletic footwear of (each Covered Program)," "the exclusive athletic footwear sponsor of (each Covered Program)" and/or such similar designations as the parties may agree upon (collectively, the "Designations").
- (b) The right to utilize (subject to the approval provisions of Paragraph 12 below) the UNIVERSITY Marks, Coach Properties and/or Designations worldwide, in

any media (now known or hereafter created) including, but not limited to, the Internet, CD-ROM and other interactive and multi-media technologies, in connection with the advertising, marketing and promotion (including in programming in any and all media including the Internet) of NIKE Products, NIKE brands, and any of the NIKE Websites and in the creation, production, distribution and sale of Internet Content. Such rights shall specifically include, but shall not be limited to, the following:

- (1) The exclusive right to supply Products to each Covered Program and to use the appropriate Designations.
- (2) The right to manufacture NIKE Product bearing or incorporating UNIVERSITY Marks for distribution and use by the Covered Programs and to conduct promotions with and through NIKE retail accounts and over the Internet.
- (3) The right to use in Internet Content on the Internet, in accordance with the terms of this Agreement and subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes, game photographs, video, audio, text, graphics, film footage and/or any other data, materials or information (e.g., statistics, biographical profiles, archival materials, etc.) of any and all Covered Programs whether created by NIKE (or its agent) or controlled by UNIVERSITY (collectively, "UNIVERSITY Content"). In connection therewith, at NIKE's request, UNIVERSITY shall permit NIKE to utilize, consistent with this Paragraph 3, UNIVERSITY Content (owned and/or controlled by UNIVERSITY or created by NIKE (or its agent)), without a use fee, other than reasonable search and edit charges.

4. INTERNET RIGHTS.

Each Contract Year, UNIVERSITY shall, without limiting any other rights granted hereunder, provide NIKE with the following benefits in connection with the Internet:

- (a) Such rights or benefits with regard to the Athletics Website as are consistent with those that UNIVERSITY has granted to other commercial, UNIVERSITY sponsors or licensees, and UNIVERSITY represents and warrants that with regard to the Athletics Website, it shall not treat NIKE less favorably than any other commercial sponsor or commercial entity to which UNIVERSITY has granted any rights with respect to the Athletics Website.
- (b) In addition to the foregoing, if requested, NIKE will receive the opportunity to create a link from the Athletics Website to a NIKE Website. The appearance, location and size of the acknowledgement and the link shall be subject to final determination by UNIVERSITY and in accordance with UNIVERSITY policy.

5. CONSIDERATION.

- (a) Cash and/or Product for Covered Programs. In consideration of the rights granted under this Agreement, during each Contract Year, on behalf of the Covered Programs UNIVERSITY shall receive Cash Consideration of \$200,000 in addition to the following Product Consideration:

- (1) Men's basketball

- A. Uniforms, shoes, practice gear, etc: \$40,000 (wholesale value)
 - B. Additional product for Program use: at published wholesale prices
 - C. Additional product for marketing use: \$20,000 total retail value (includes 1000 "Hawk's Nest" t-shirts)
 - D. NikeByMail: \$35,000 (includes \$25,000 for head coach and \$10,000 for assistants and other staff, to be distributed in the discretion of the head coach)
 - E. Camp(s): \$20,000 (wholesale value) in merchandise
- (2) Women's basketball
- A. Product: \$20,000 (wholesale value)
 - B. Additional product for Program use at published wholesale prices
- (3) Football
- A. Product: \$200,000 (wholesale value)
 - B. Additional product for Program use at published wholesale prices.
Buy two pairs, get one pair free for football shoes after the first 300 pairs; buy one pair, get one pair free for football gloves after the first 500 pairs.
 - C. Camp product: 500 t-shirts for head coach's camp
- (4) Volleyball
- A. Product: \$10,000 (wholesale value)
 - B. Additional product for Program use at published wholesale prices
- (b) The Athletic Department shall be entitled to order up to \$50,000 (retail value) of NIKE Product for professional use. All NIKE Product must be ordered through the "NIKE by Mail" program and subject to procedures established by NIKE for such purpose. No carry-over of unordered annual allotments of merchandise from one Contract Year to another shall be allowed.
- (c) Performance Bonuses. In addition to the cash consideration set forth above, NIKE shall also pay UNIVERSITY cash bonuses as set forth below for each of the indicated performances achieved by the indicated Team for any Contract Year, such bonus(es) to be paid within thirty (30) days of NIKE's receipt of written notification from UNIVERSITY that such bonus(es) has been earned:

Men's basketball

Final Four appearance	\$25,000 or
National Champions	\$50,000

Women's basketball

Final Four appearance	\$10,000 or
National Champions	\$20,000

Football

Big Ten Championship	\$10,000
BCS Bowl Participant	\$15,000
National Champions	\$50,000
#2 Final AP/USA Today Coaches Poll	\$20,000
#3 Final AP/USA Today Coaches Poll	\$15,000
#4 Final AP/USA Today Coaches Poll	\$10,000
#5 Final AP/USA Today Coaches Poll	\$5,000
At least 7 wins	\$5,000

- (d) Additional Covered Program-related NIKE merchandise, including camp balls and tournament gifts, may be purchased at NIKE's published wholesale prices.
- (e) During each Contract Year of the Option Term, if any, (i) Cash Consideration shall be \$225,000, and (ii) the total annual Product Consideration shall be increased by \$60,000 above the level provided during each year of the original Term (increase to be allocated among the Covered Programs at the discretion of the Director of Athletics). In all other respects the provisions of this Contract shall be unchanged during any Option Term.
- (f) Cash Consideration shall be paid as follows: \$150,000 to the men's basketball head coach, and the balance payable directly to UNIVERSITY. Cash Consideration to UNIVERSITY shall be payable in equal semiannual installments on September 1 and January 15 of each Contract Year. Cash Consideration to the basketball coach shall be payable in equal semiannual installments on October 1 and April 15 of each Contract Year. In the event the individual who held the position of men's basketball head coach as of June 1, 2004 ceases to be the men's head basketball coach of UNIVERSITY at any time during the term of this Contract, NIKE shall have the right to reduce UNIVERSITY's annual Cash Consideration by \$25,000 (such reduction to be taken on a *pro rata* basis if the effective date of such coach's departure is in the middle of the Contract Year) and the Cash Consideration previously earmarked to be paid directly to that coach shall subsequently be paid directly to UNIVERSITY until such time as the parties agree on another payment arrangement.

6. PRODUCT ORDERING & DELIVERY, LOGO USE ON PRODUCT.

- (a) (i) The exact styles, sizes and delivery dates (and where appropriate, quantities) of such NIKE Products that may be ordered pursuant to an Annual Supplied Product Limit (or as otherwise provided under this Agreement) shall be mutually determined by NIKE and UNIVERSITY (and subject to availability) for each Contract Year. To ensure timely delivery to UNIVERSITY of its annual product order for each sport by the relevant need date, UNIVERSITY acknowledges that it must place its complete annual product orders on a timely basis in accordance with NIKE's standard ordering deadlines (which UNIVERSITY acknowledges are typically 9-12 months in advance of the desired delivery date). Notwithstanding the foregoing, however, if approved by UNIVERSITY (such approval not to be unreasonably withheld), certain products within a Covered Program's product allotment may be delivered later than the date specified above, depending on their date of actual use. Furthermore,

UNIVERSITY acknowledges that, once apparel ordering deadlines have been met, product delivery may be staggered in accordance with a mutually agreed priority schedule. (By way of example, with respect to football product, footwear and practice wear would be delivered by July 1st, game uniforms by photo day, and cold weather wear by October 1st.) UNIVERSITY further acknowledges that annual Camp Product Allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the relevant camp program and that annual allotments must typically be ordered 9-12 months in advance of each camp to ensure timely delivery.

- (ii) All Product to be supplied by NIKE under this Agreement shall be delivered F.O.B. to UNIVERSITY via regular ground freight (the cost of shipping by any other means shall be borne by UNIVERSITY). Only properly submitted orders from UNIVERSITY's Athletic Director (or an authorized representative of the Athletic Director) shall be filled by NIKE. No carry-over of unordered annual allotments of merchandise from one Contract Year to another shall be allowed. If an order (or orders) for the entire annual allotment of merchandise is (or are) not received by NIKE prior to the conclusion of any Contract Year, then UNIVERSITY shall be deemed to have waived any right to the unordered portion thereof. UNIVERSITY acknowledges that certain sports equipment and accessory products requested by UNIVERSITY for its use as required under this Agreement may, at the time of such request, not be commercially available (or available in very limited quantities) and that NIKE's inability to provide such requested Product on such occasions shall not be deemed a violation or breach of this Agreement. In the event UNIVERSITY requires Product for Team use that NIKE does not then-manufacture or elects not to provide because of limited availability (e.g., golf clubs), UNIVERSITY may use such Product manufactured by a third-party ("Competitive Product"); provided, however, (i) UNIVERSITY shall not endorse or otherwise advertise or promote its use of such Competitive Product and shall switch to the use of Product manufactured by NIKE at such time as such Product may become available through NIKE, and (ii) the maker of such product is a brand that is, as of the date hereof, principally known in the sporting goods industry as a manufacturer of such product (e.g., Titleist or Callaway with respect to clubs).
- (b) Each Contract Year UNIVERSITY shall purchase additional NIKE Product in quantities in excess of that provided under the Annual Supplied Product Limit, directly from NIKE, or such authorized NIKE dealer as designated by NIKE, and in no event shall UNIVERSITY purchase such Products which are non-branded or branded by any third-party. UNIVERSITY shall be entitled to purchase such product at NIKE's published wholesale prices.
- (c) UNIVERSITY acknowledges that the placement of the NIKE logo, as it is currently permitted by the NCAA and now placed by NIKE (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting

NIKE's logo placement rights on product as such logo now appears and is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Bylaw 12.5.4. Notwithstanding anything contained in this subparagraph, UNIVERSITY further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules.

7. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis to each Covered Program to be worn and/or used by Team members, Coaches and Staff during practices, games, exhibitions (including during locker room activities), clinics and/or sports camps (that receive UNIVERSITY resources, e.g., playing field/court use, on-campus lodging, dining hall privileges), lockerroom and/or sideline/courtside celebrations and/or presentations, and other official or UNIVERSITY sanctioned activities (including but not limited to photo sessions and interviews) during which Team members, Coaches and Staff wear and/or use Products except as otherwise provided under this Paragraph 7(a). UNIVERSITY shall require all such Coaches and Team and Staff members to wear and/or use exclusively NIKE Products (as provided above) during such activities. Notwithstanding the foregoing, NIKE acknowledges that any Coach's wearing of non-athletic footwear and apparel, as appropriate, in connection with his or her official coaching duties shall not constitute a breach of this Paragraph. NIKE shall not be liable to UNIVERSITY, any Team member, Coach, or Staff for any injury or damage suffered from wearing or using NIKE Products, except such injury or damage resulting from NIKE's adjudicated negligence. *UNIVERSITY specifically waives, only as against NIKE, all express warranties, and implied warranties of merchantability and fitness for a particular purpose.*
- (b) UNIVERSITY shall ensure that during Covered Program activities no Team member, Coach or Staff member shall:
- (1) Alter or permit the alteration of any NIKE Product worn or used by them to resemble a non-NIKE Product; or
 - (2) Wear any non-NIKE Products which have been altered to resemble NIKE Products.
- (c) UNIVERSITY acknowledges that "polishing-out", "spatting" or otherwise taping, so as to cover or obscure any portion of any NIKE logo, or otherwise altering or defacing the NIKE athletic shoes or other NIKE Products worn or used by members of the Teams during open practices, games, exhibitions, clinics, sports camps and other occasions (including photo day) during which Team members wear and use Products, is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement.

- (d) UNIVERSITY shall not permit the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, or UNIVERSITY if approved by NIKE, to appear on NIKE Products (specifically including product supplied for camp use) worn or used by Coaches, Staff or Team members except for the name or logo of the Conference, an NCAA post-season logo, or a bowl sponsor (that is not a NIKE competitor), or when Team members may honor other athletes by wearing that athlete's number.

8. OTHER SPONSOR BENEFITS.

Each Contract Year, in addition to requiring each Covered Program to use NIKE Product in accordance with Paragraph 7 above, UNIVERSITY shall provide NIKE with a package of complimentary sponsor benefits the mix of which will be mutually determined on an annual basis but to include game tickets, at a minimum, and the following media and other elements if available:

- (a) NIKE shall receive season tickets to each home game (and neutral site games as indicated below) for each Covered Program in accordance with the following. All seats at each game shall be adjacent unless otherwise indicated:

PROGRAM	No. TICKETS
Football (home)	6
Football (away)	6
Football (if applicable, Conference Championship)	10
Bowl Game (or playoff game, if applicable)	6
Basketball (W)	10
Basketball Tournament (W) (Conference & NCAA or NIT, if applicable)	10
Basketball (M)	6
Basketball Tournament (M) (Conference & NCAA or NIT, if applicable)	10

Each Contract Year, NIKE shall receive: (i) a total of forty (40) tickets to one mutually agreed upon home football game ("NIKE Football Gameday"). UNIVERSITY shall use best efforts so that all tickets provided under the foregoing provisions shall be for adjacent seats in blocks of four (4) or more seats. Further, UNIVERSITY shall use best efforts so that all football tickets shall be field level and between the 20-yard lines, all basketball tickets shall be court level and at or near center court. UNIVERSITY shall use best efforts to fulfill NIKE's purchase requests for such additional quantities of tickets as it may reasonably request, such tickets to be best available and at face-value. NIKE shall use best efforts to provide to UNIVERSITY its request for the above-referenced mutually agreed upon home football game by no later than July 1st prior to the upcoming football season, and for the above-referenced mutually agreed upon home basketball games, by no later than October 1st prior to the upcoming basketball season.

- (b) For the NIKE Football Gameday, if requested by NIKE and upon reasonable advance notice, the right to host an appropriate hospitality event (e.g., “dealer appreciation day”) on, or adjacent to, the grounds of the football stadium (set-up and catering to be at NIKE’s sole expense).
- (c) At Kinnick Stadium and at the Carver-Hawkeye Arena, UNIVERSITY shall make its best efforts to facilitate NIKE’s possession of a suitable, high-traffic, location within or at each venue at which NIKE may, at its option and expense, set-up a merchandise display and sell NIKE Product which bears the UNIVERSITY Marks, subject to existing concessionaire agreements at each venue.
- (d) NIKE shall receive venue signage as follows in which it may prominently display the NIKE logo, NIKE.com and/or other NIKE trademark or message as NIKE may designate from time-to-time on the rotating scorer’s table sign located in the Carver-Hawkeye Arena. UNIVERSITY shall be responsible for producing and installing the sign and all costs associated with such activity. Any costs relating to changes to the installed signage initiated by NIKE more frequently than once every two (2) years shall be the sole responsibility of NIKE. The NIKE logo identification or message shall comply with the requirements of 26 U.S.C. 513 to qualify the payment to the UNIVERSITY as a “qualified sponsorship payment” and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by the UNIVERSITY.
- (e) At each home game of each Covered Program at which a public address system and/or electronic message board (or other electronic messaging systems) is used, as applicable, suitable in-game P.A. announcements and/or board messages recognizing NIKE as the exclusive Products supplier and sponsor of the applicable program. The announcement/acknowledgement shall comply with the requirements of 26 U.S.C. 513 to qualify the payment to the UNIVERSITY as a “qualified sponsorship payment” and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by the UNIVERSITY.
- (f) Identification as the exclusive Products supplier and sponsor of Covered Programs during all local coach’s shows (i.e., football and women’s basketball) and telecasts through a minimum of one 30-second spot per telecast;
- (g) Prominent NIKE name and/or logo recognition in the media guides and mutually agreeable other collateral materials for each Covered Program. The NIKE name or logo identification shall comply with the requirements of 26 U.S.C. 513 to qualify the payment to the UNIVERSITY as a “qualified sponsorship payment” and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, a sponsorship, or an

inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to reasonable approval by the UNIVERSITY.

- (h) Reasonable access to Covered Program activities, for NIKE (or its agent) to create and use in accordance with the terms of this Agreement and with the prior written approval of UNIVERSITY in each instance, and subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes, UNIVERSITY Content, including but not limited to conducting and taping post-game interviews or filming "Midnight Madness", Team practices, or their participation in a domestic or international tournament/tour.
- (i) NIKE shall be permitted, upon its reasonable request and agreement to pay any actual operating costs, to use free of any lease or use fees mutually agreed upon Athletic Department-controlled facilities in connection with community based programs and events held by the NIKE Foundation (formerly the "P.L.A.Y." program).

In addition to the above, UNIVERSITY shall use best efforts to afford NIKE advance notice and the opportunity to consider participation, upon mutually agreeable terms, in any and all additional appropriate advertising opportunities, in any media, made available by the Athletics Department during the term of this Agreement.

9. APPEARANCES.

In connection with the promotion of NIKE Products and/or NIKE brands:

- (a) In an effort to promote sports participation and the values associated with such participation and to promote the UNIVERSITY's athletic programs generally, each Contract Year, upon reasonable prior notice and subject to the limitations of the terms of any Coach's contract with the UNIVERSITY and any coaching commitment, if so requested by NIKE, UNIVERSITY shall make the Coach of each Covered Program available for personal appearances on behalf of NIKE as follows: football for two (2) personal appearances; men's basketball for four (4) personal appearances; women's basketball for two (2) personal appearances; volleyball for two (2) personal appearances. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, internet chat sessions, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. NIKE shall pay all reasonable out-of-pocket expenses for accommodations, meals and travel incurred by the Coach.
- (b) Upon reasonable prior notice and subject to any other playing commitments and compliance with any applicable NCAA and/or Conference rules or regulations, UNIVERSITY shall make its women's basketball team available to participate in one (1) NIKE-sponsored tournament. The team's participation shall be limited to a maximum of two (2) games in such tournament.

NIKE shall pay all reasonable out-of-pocket expenses for accommodations, meals and travel incurred by the Coach, Staff and Team members in connection with any appearance provided hereunder. NIKE shall be solely responsible for complying with

all federal and state tax payments applicable to NIKE and reporting obligations associated with such reimbursed expenses. UNIVERSITY acknowledges that it shall receive no additional compensation for any appearance provided hereunder.

10. DESIGN & MARKETING CONSULTATION.

- (a) NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UNIVERSITY and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon request by NIKE, UNIVERSITY shall request designated Coaches and Staff to provide NIKE with written or oral reports concerning the NIKE Products supplied to each through NIKE's product development and testing program. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products.
- (b) UNIVERSITY acknowledges that a material inducement to NIKE's entrance into this Agreement is to provide broad and prominent exposure for the NIKE brand and particular Product models and styles. Accordingly, UNIVERSITY shall, subject to the satisfaction of the Athletics Department and relevant Coach as to quality of the Product, require the use, in practices and games, by such Teams as NIKE may request, such specific models and/or styles of NIKE Products as NIKE may designate from time-to-time and UNIVERSITY further acknowledges that this undertaking is a material term, and of the essence, of this Agreement.

11. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) At UNIVERSITY's request, NIKE agrees to make available to UNIVERSITY NIKE design services to develop, in consultation with the UNIVERSITY, an additional trademark, service mark, symbol and/or logographic for use by Covered Programs (collectively, "New Logo"). Should UNIVERSITY elect to have NIKE undertake such design assignment, NIKE shall provide such design services at no expense to UNIVERSITY except as provided below. In the event NIKE designs such New Logo and it is approved by UNIVERSITY, then UNIVERSITY shall be the sole owner of all right, title and interest in and to the New Logo and UNIVERSITY shall be solely responsible for all trademark/copyright registration and maintenance expenses in connection therewith.
- (b) NIKE recognizes the value of the UNIVERSITY Marks and acknowledges that the goodwill attached thereto belongs to UNIVERSITY and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UNIVERSITY Marks.
- (c) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.
- (d) Neither party shall apply to register or maintain any application or registration of any mark owned by the other party.

12. ADVERTISING APPROVALS.

NIKE shall submit commercial material developed pursuant to Paragraph 3, to UNIVERSITY for approval prior to use for any commercial or external purpose. Within five (5) business days after receipt of such commercial material, UNIVERSITY will approve or disapprove the submitted commercial material in writing. If a submission is disapproved, UNIVERSITY's written notice thereof shall set forth in reasonable detail the basis for such disapproval. Any submitted item that has not been disapproved within ten (10) calendar days of receipt by UNIVERSITY shall be deemed approved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining UNIVERSITY's further approval.

13. **RIGHTS FOR ADDITIONAL & NEW PRODUCTS.** From time to time during the term of this Agreement, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UNIVERSITY advance written notice of the particular item(s) then in development by NIKE and an adequate opportunity to sample and field test the new item(s). UNIVERSITY agrees, subject to the Athletic Director's and Coach's satisfaction as to quality and suitability and subject to mutually acceptable additional compensation, that if UNIVERSITY has not already entered into or substantially negotiated a product supply or sponsorship agreement with respect to such item(s) for a Covered Program, it will not do so during the one hundred eighty (180) day period next following the date on which UNIVERSITY receives such written notice from NIKE. If during such 180-day period, NIKE shall notify UNIVERSITY that an item is commercially available, then (subject to the Athletic Director's and Coach's satisfaction as to quality and suitability and subject to mutually acceptable additional compensation) such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(k) above and "NIKE Products" as defined in Paragraph 1(l) above and covered in all pertinent respects by the terms hereof and for the balance of the Term UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, NIKE shall supply UNIVERSITY, free of charge (and which shall be supplied in addition to and not counted against the Annual Supplied Product Limit under Paragraph 5), with mutually agreed reasonable quantities of such new Product item(s) and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Agreement.
14. **RIGHTS OF FIRST DEALING & FIRST REFUSAL.**
- (a) At NIKE's request, UNIVERSITY shall for a period of sixty (60) days negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to June 1, 2007 (the "Exclusive Negotiating End Date"), UNIVERSITY shall not (nor shall UNIVERSITY permit its agents, attorneys or representatives to) engage in discussions or negotiations with any third-party regarding post contract supply rights with respect to any Products, or sponsorship of any Covered Program (or similar supply or promotional arrangement) with respect to any Products ("Product Supply/Sponsorship Rights").

- (b) During the Term and for a period of one hundred eighty (180) days thereafter NIKE shall have the right of first refusal for Product Supply/Sponsorship Rights, as follows. If UNIVERSITY receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date with respect to any Product Supply/Sponsorship Rights, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third-party offer in the form of a true copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticatable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third-party offer to notify UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third-party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third-party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third-party on the terms of the offer made to UNIVERSITY. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third-party offer for any Product Supply/Sponsorship Rights.

15. RIGHT OF REDUCTION, SET-OFF.

- (a) UNIVERSITY acknowledges that one of the principal inducements for NIKE's entrance into this Agreement is the prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of location placement, number of placements, color prominence or size), on Authentic Competition Apparel and that such continued exposure is of the essence of this Agreement. Accordingly, if any Covered Program is banned from television appearances or if, for any reason, NIKE's logo placement rights on Products as currently placed by NIKE and permitted under NCAA, Conference, bowl organizers, bowl sponsor or broadcaster rules or regulations (or other third-party having jurisdiction of such matters) are materially diminished (in terms of location, placement, size, color prominence [i.e., prohibition of the use of a NIKE logo in a color that contrasts with a uniform's background color) and/or number of placements, with respect to one of the Covered Programs, in lieu of NIKE's exercise of its termination right under Paragraph 19 below, then for such Contract Year NIKE shall have the right to reduce UNIVERSITY's scheduled Base Compensation under this Agreement by the applicable percentage in the table set forth below. For purposes of this provision and Paragraph 16 below, (i) the relocation of the logo off the front upper chest (left or right) or front center neck position of the football game jersey (or off the front leg of the basketball game shorts or football pant leg); or (ii) a reduction in logo size that is readily discernible upon casual observation as opposed to one that is only discernible through actual measurement, shall be deemed a "material" diminution.

PROGRAM	TV APPEARANCE BAN/ REDUCED LOGO RIGHTS	BOWL/POST-SEASON TOURNAMENT BAN
Football	33%	10%

Basketball (W)	12.5%	10%
Basketball (M)	20%	10%

If NIKE logo placement rights are materially diminished in a manner other than as enumerated above, NIKE and UNIVERSITY shall in good faith negotiate an equitable reduction in scheduled Base Compensation to be paid UNIVERSITY prospectively taking into account the nature and extent of the diminution of rights.

- (b) UNIVERSITY acknowledges that (i) a principal component of consideration due NIKE includes the wide-spread national television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear on the side (and other locations) of the athletic footwear supplied by NIKE, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) a pattern or practice of "spatting" or other unauthorized taping of footwear in any manner so as to cover any portion of the NIKE logo is inconsistent with this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if the unauthorized spatting or taping of NIKE footwear shall occur after UNIVERSITY has received written notice of unauthorized spatting, in lieu of NIKE's exercise of its termination rights under Paragraph 19 below, NIKE shall have the right (in its sole discretion) to reduce UNIVERSITY's annual scheduled Base Compensation (for the Contract Year in which the breach occurs) in accordance with the reduction scale set forth below.

OFFENSE AFTER NOTICE	% REDUCTION AMOUNT
1 st Occurrence	1% of total annual Base Compensation
2 nd Occurrence	5% of total annual Base Compensation
3 rd Occurrence	15% of total annual Base Compensation
4 th Occurrence	25% of total annual Base Compensation
5 th Occurrence and later	5% additional for each subsequent violation

Reduction percentage after the 4th occurrence shall be cumulative (i.e., if unauthorized spatting occurs in 5 subsequent games after notice, such violations would result in annual Base Compensation being reduced by a total of 30%).

16. MATERIAL CHANGED CIRCUMSTANCES.

UNIVERSITY acknowledges that principal inducements for NIKE's entrance into this Agreement include (i) the widespread brand exposure that is expected to be derived from the prominent NIKE logo placement on Products to be supplied to UNIVERSITY hereunder, and, (ii) the brand exposure expected to be received as a result of the telecast of certain competitions involving Covered Programs. UNIVERSITY further acknowledges that, notwithstanding UNIVERSITY's approval or consent to NIKE's exercise of the rights granted to it under this Agreement, NIKE can be deprived of the material benefits contemplated by the parties as a direct consequence of changes in rules, guidelines or policies, or a change in the enforcement policy with respect thereto, by UNIVERSITY, or by third parties that have jurisdiction over and/or control UNIVERSITY's intercollegiate athletic programs or the broadcast of intercollegiate athletic competitions (e.g., the NCAA, the Conference, bowl organizers, television networks, each such third-party an "External Authority"). In the event of any exercise

of rights by UNIVERSITY or an External Authority has a material adverse affect upon NIKE's exercise of rights conveyed to it under this Agreement (e.g., prohibiting commercial identification on competition product, limitation on sponsor placement of camera-visible venue signage, use of virtual signage technology, etc.), upon receipt of notice of any such changed circumstances, the parties agree for a period of sixty (60) days to in good faith negotiate a reasonable and appropriate substantial reduction in compensation and/or other support. If at the end of such 60-day period, the parties cannot agree on an appropriate substantial reduction NIKE shall have the right to terminate this Agreement, such termination to become effective at the end of the then-current Contract Year or six (6) months after the date of NIKE's written notice of termination under this Paragraph, whichever is later. The UNIVERSITY shall have the right to solicit proposals and negotiate contract terms with any third-party immediately after receipt of the notice of termination from NIKE under the foregoing sentence. Thereafter, UNIVERSITY shall have the right to enter into a sponsorship and license agreement, with respect to the subject matter of this Agreement, with any third-party.

17. ADDITIONAL REPRESENTATIONS & WARRANTIES.

(a) UNIVERSITY represents and warrants that:

- (1) No agreement, contract, understanding or rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of its obligations hereunder.
- (2) Neither UNIVERSITY nor any Coach nor Staff member of a Covered Program is party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligations hereunder of UNIVERSITY, Coaches or Staff. UNIVERSITY further represents and warrants with respect to the Covered Programs that during the Term UNIVERSITY shall not:
 - (i) Enter into any sponsorship, product supply, promotional, consulting or similar agreement (including the sale of signage or other media) with any person or entity who manufactures, sells, fulfills or otherwise distributes Products (via the Internet or otherwise,) other than NIKE (each, a "Competitor");
 - (ii) Allow any Coach or Staff member of any Covered Program to, in violation of Paragraph 7 above, wear and/or use Products sold by any Competitor, or enter into any sponsorship, product supply, promotional, consulting or similar agreement with any Competitor;
 - (iii) In connection with any UNIVERSITY-operated or Coach-operated and/or licensed sports camp, allow any Coach or Staff member of a Covered Program to enter into any sponsorship, product supply, promotional, consulting or similar agreement (including the sale of signage or other media) with any Competitor;
 - (iv) Sell to any person or entity any NIKE Products supplied by or purchased under this Agreement without a mutually agreeable product disposition plan (e.g., charitable donation or campus "yard sale") in each instance and which plan UNIVERSITY acknowledges

may not include any sale or other disposition to the trade and may not be made more frequently than once each Contract Year; or

- (v) Permit the trade name, trademark, name, logo or any other identification of any Competitor to appear on signage at practices, games, exhibitions, clinics, sports camps and other official or UNIVERSITY sanctioned Covered Program activities (including but not limited to photo sessions and interviews). Notwithstanding the foregoing, NIKE acknowledges that Teams may participate in certain events hosted by UNIVERSITY (or in which the Team is designated as the "home" team) in which UNIVERSITY does not control the sponsorship recognition or advertising that appears in signage located at the relevant venue and that participation by a Covered Program in such an event shall not constitute a breach of this Agreement notwithstanding the presence of sponsorship recognition or advertising for a Competitor.
 - (3) That contemporaneously with the execution of this Agreement it shall grant (or cause its current retail licensing agent to grant) to NIKE a domestic retail license, and maintain such license in effect throughout the term hereof, at a fixed royalty rate of eight percent (8%).
 - (4) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant the rights or render performance, as the case may be, as contemplated under this Agreement specifically including the right and authority to cause the performances and grant of rights with respect to Coaches and UNIVERSITY Content as contemplated by this Agreement.
- (b) NIKE represents and warrants that:
- (1) No agreement, contract, understanding or rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of its obligations hereunder;
 - (2) It shall not knowingly supply uniforms or other NIKE-identified products that are not in compliance with NCAA Bylaw 12.5.4; and
 - (3) It shares a commitment with UNIVERSITY to improving the working conditions in the subcontracted factories engaged to make University-identified product. Accordingly, NIKE further represents and warrants that, as a member of the Fair Labor Association (the "FLA"), all products bearing the UNIVERSITY Marks shall be manufactured in accordance with the FLA Workplace Code of Conduct (the "FLA Code") attached hereto as Exhibit B.
 - (4) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant the rights or render performance, as the case may be, as contemplated under this Agreement.

18. RIGHT OF TERMINATION BY UNIVERSITY.

UNIVERSITY shall have the right to terminate this Agreement immediately upon written notice to NIKE if:

- (a) NIKE is adjudicated insolvent or declares bankruptcy;
- (b) NIKE fails to make payment to UNIVERSITY of any sum due pursuant to this Agreement within thirty (30) days following NIKE's receipt of written notice from UNIVERSITY that such payment is past due; or
- (c) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt of written notice from UNIVERSITY specifying such breach.

19. RIGHT OF TERMINATION BY NIKE.

- (a) NIKE shall have the right to terminate this Agreement immediately upon written notice to UNIVERSITY if:
 - (1) Any Covered Program is placed on NCAA probation resulting in a ban on television and/or post-season appearances, or UNIVERSITY ceases for any reason to field a Division I team in either sport;
 - (2) Members of any Team fail to wear or use NIKE Products during practices, games, exhibitions, clinics, sports camps or other occasions during which Team members wear or use Products (including but not limited to on-field/on-court or lockerroom photo sessions and interviews), or wear or use NIKE Products defaced, altered, spatted or taped, in violation of the provisions of Paragraph 9 above; provided, however, that NIKE shall have first provided written notice to UNIVERSITY of any such violation and such violation shall then recur during the same Contract Year;
 - (3) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement, which failure UNIVERSITY fails to cure within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY specifying the breach;
 - (4) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights as currently permitted by the NCAA (in terms of size, location placement, color prominence and/or number of placements as it is currently permitted) on Product or Licensed Product, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other "virtual signage" or electronic/computer imaging technology that alters, substitutes or replaces NIKE's stadium/arena signage (including NIKE logo identification that appears on uniforms) with other commercial identification that is seen by home television viewers;
 - (5) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice, or takes any action, or causes or induces UNIVERSITY, the

Athletic Department or any Team to take any action, that would materially adversely affect any rights conveyed to NIKE under this Agreement (e.g., limiting the right of NIKE to supply brand-identified footwear for Team use, requiring the use of competitive product or to display competitor-identification, etc.);

- (6) Athletic Department management, Coaches or Staff disparage the quality or performance of NIKE Products; or
 - (7) UNIVERSITY breaches any warranty or other material term of this Agreement, which breach UNIVERSITY fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY of any such breach.
- (b) In the event of termination under this Paragraph 19 or Paragraph 18, UNIVERSITY shall not be entitled to any further compensation under this Agreement, except any unpaid Base Compensation earned prior to the effective date of termination, pro-rated (in the case of Base Compensation) over the entire Contract Year and calculated to the effective date of termination. Alternatively, NIKE shall have the right to receive from UNIVERSITY reimbursement for Base Compensation, if any, paid in excess of the amount to which UNIVERSITY would be entitled if the Base Compensation were pro-rated over the entire Contract Year, calculated to the effective date of termination. Any such payment shall be due within thirty (30) days of the date of termination.

20. NIKE POST-TERMINATION RIGHTS.

Upon expiration or termination of this Agreement for any reason, NIKE shall have the right to:

- (a) Run any non-cancelable media involving the UNIVERSITY Marks and for a period of three (3) months exhaust all advertising and promotional materials, which were produced prior to the effective date of expiration or termination;
- (b) Use, in perpetuity, game photos or game footage for in-house, non-consumer exhibition for historical, educational or commemorative purposes.

21. REMEDIES.

UNIVERSITY and NIKE agree that, in the event that either party breaches any material term or condition of this Agreement, in addition to any and all other remedies available to the other party at law or in equity, such other party shall be entitled to seek injunctive relief from such further violation of this Agreement, pending litigation as well as on final determination of such litigation, without prejudice to any other right of such other party.

22. NOTICES.

All notices, statements and payments provided for herein shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service or facsimile with confirmed delivery, to the parties at the addresses given below, or such other addresses as either party may designate to the other. Any written notice shall be deemed to have been given at the time it is sent addressed to the parties as set forth below. It is each party's obligation to notify the other party of any address change.

NIKE USA, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Administrator	University of Iowa 340 Carver-Hawkeye Arena Iowa City, IA 52242 Attn: Director of Athletics
--	--

23. INDEPENDENT CONTRACTORS.

The performance of services by NIKE and UNIVERSITY in accordance with the terms of this Agreement is in the capacity of independent contractors. This Agreement is not intended to create nor shall it be construed to create any relationship between the parties other than that of independent entities contracting solely for the stated purposes. Neither UNIVERSITY nor NIKE or their respective officers and employees shall be considered to be, and they shall not represent to any third-party that they are, the agent, employee, or representative of the other party.

24. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Agreement and the rights and obligations of UNIVERSITY hereunder are personal to UNIVERSITY and shall not be assigned or delegated by UNIVERSITY. Any assignment by UNIVERSITY shall be invalid and of no force or effect and upon any such unauthorized assignment, NIKE may, at its option, immediately terminate this Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group, its bona fide media partners and its retail accounts without UNIVERSITY's prior written approval, which approval shall not be unreasonably withheld.

25. WAIVER.

The failure at any time of UNIVERSITY or NIKE to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other party of such terms, covenants and conditions.

26. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted by NIKE and acceptable to UNIVERSITY, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

27. CONFIDENTIALITY.

UNIVERSITY shall not (nor shall it permit or cause its employees, agents or representatives to) disclose the financial terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed to UNIVERSITY

(including information disclosed during audit), to any third-party, except to its regents, trustees or as may be required by applicable state open records laws.

28. INSURANCE.

During the Term, NIKE may, at its option, obtain and maintain commercial general liability insurance for the benefit of the "The Regents of the University of Iowa, a body corporate" (or self-insure for the benefit of such entity) to cover damages that result from bodily injury or death of persons, or damage to property, that NIKE becomes legally obligated to pay as a result of its wrongful actions arising out of its performance under this Agreement.

29. CAPTIONS.

Paragraph captions and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

30. ENTIRE CONTRACT.

As of the effective date hereof, this Agreement shall constitute the entire understanding between UNIVERSITY and NIKE and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

UNIVERSITY OF IOWA

By: [Signature]
Robert Bowlsby
Director of Athletics 8/18/04

By: [Signature]
Print name: _____
Title: Business Manager 8/25/04

Fed. Id. No.: _____

NIKE USA, Inc.

By: [Signature]
Adam S. Helfant
Vice President, Global Sports Marketing

By: [Signature]
Peter H. Koehler, Jr.
Regional Counsel, USA/Americas

Dated: 9.08.04

EXHIBIT A
University Marks

See Attached.

UNIVERSITY OF IOWA LICENSING PROGRAM

TIGERHAWK LOGO & LOGOTYPE

Gold PMS 116 and Black

IOWA HAWKEYES®

IOWA HAWKEYES®

IOWA HAWKEYES®



IOWA HAWKEYES®

IOWA HAWKEYES®



IOWA HAWKEYES®



IOWA HAWKEYES®



IOWA HAWKEYES®



IOWA HAWKEYES®



For proper positioning of Tigerhawk logo –
Tip of beak and tip of bottom feather should line up horizontally

UNIVERSITY OF IOWA LICENSING PROGRAM

TRADITIONAL & MASCOT HERKYS

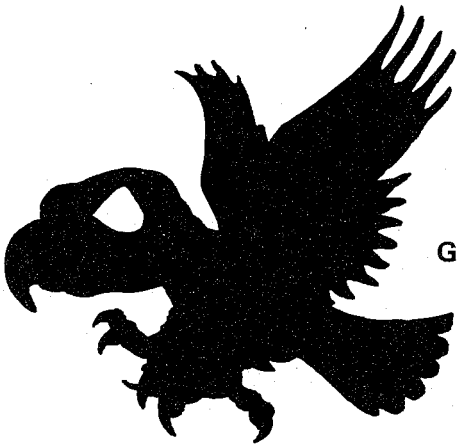
Gold PMS 116 and Black



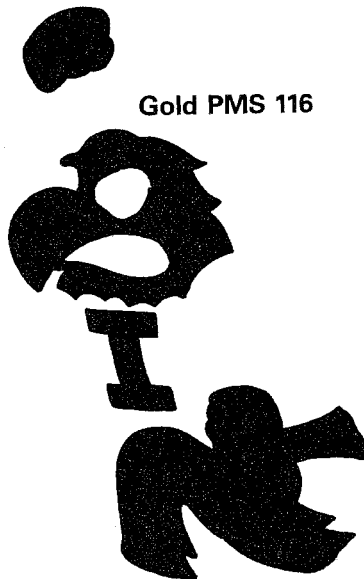
Black



Black



Gold PMS 116



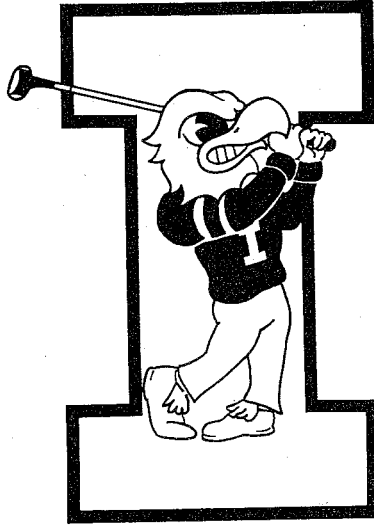
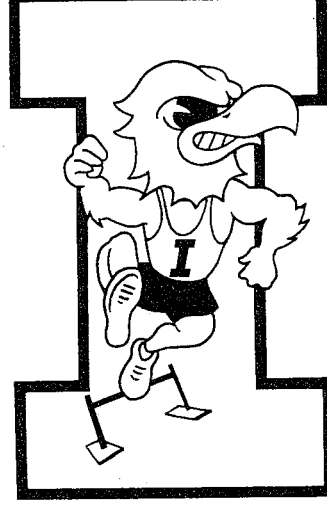
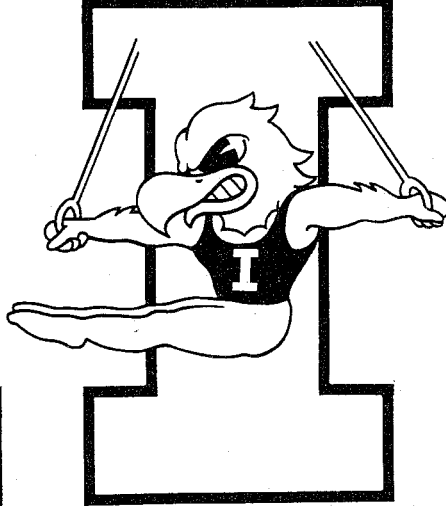
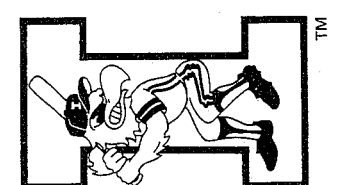
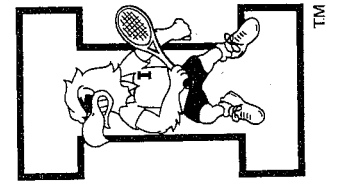
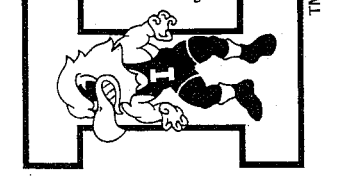
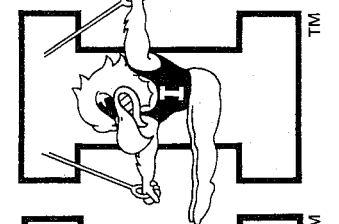
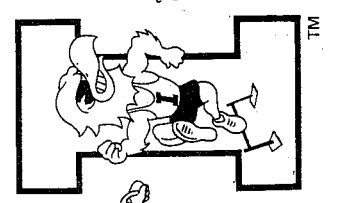
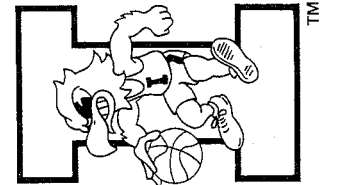
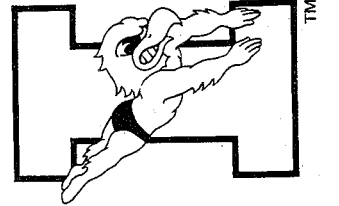
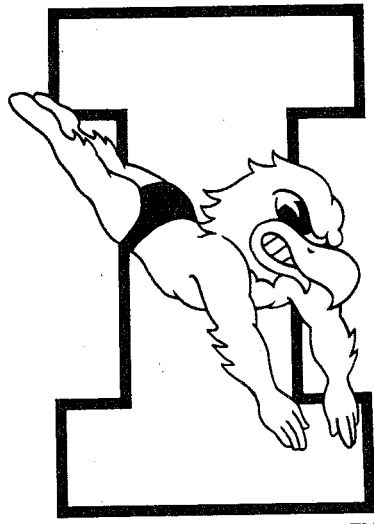
Gold PMS 116



UNIVERSITY OF IOWA LICENSING PROGRAM

TEAM MASCOTS

Gold PMS 116 and Black



IOWA HAWKEYES®

IOWA HAWKEYES

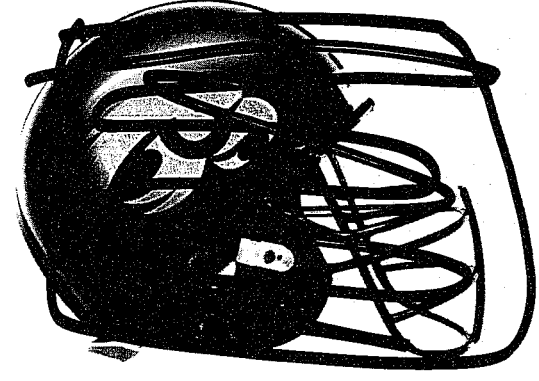
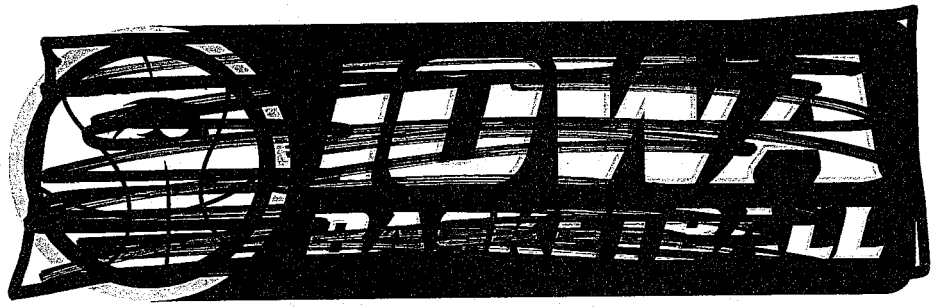
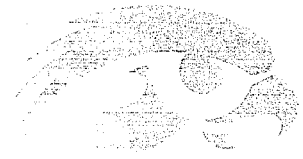
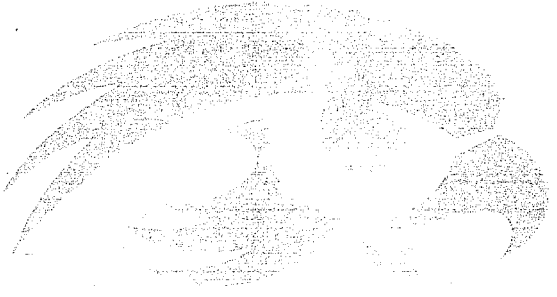
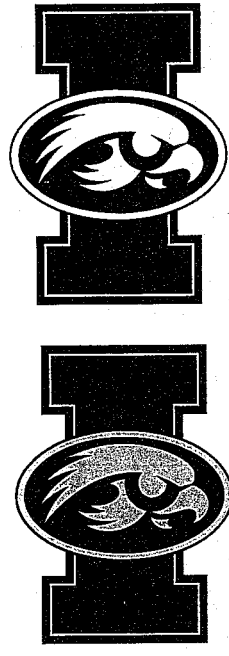


EXHIBIT B Fair Labor Association Workplace Code of Conduct

The Apparel Industry Partnership has addressed issues related to the eradication of sweatshops in the United States and abroad. On the basis of this examination, the Partnership has formulated the following set of standards defining decent and humane working conditions. The Partnership believes that consumers can have confidence that products that are manufactured in compliance with these standards are not produced under exploitative or inhumane conditions.

Forced Labor. There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.

Child Labor. No person shall be employed at an age younger than 15 (or 14 where the law of the country of manufacture* allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

Harassment or Abuse. Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Nondiscrimination. No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.

Health and Safety. Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

Freedom of Association and Collective Bargaining. Employers shall recognize and respect the right of employees to freedom of association and collective bargaining.

Wages and Benefits. Employers recognize that wages are essential to meeting employees' basic needs. Employers shall pay employees, as a floor, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.

Hours of Work. Except in extraordinary business circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and (ii) be entitled to at least one day off in every seven day period.

Overtime Compensation. In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

* * *

Any Company that determines to adopt the Workplace Code of Conduct shall, in addition to complying with all applicable laws of the country of manufacture, comply with and support the Workplace Code of Conduct in accordance with the attached Principles of Monitoring and shall apply the higher standard in cases of differences or conflicts. Any Company that determines to adopt the Workplace Code of Conduct also shall require its licensees and contractors and, in the case of a retailer, its suppliers to comply with applicable local laws and with this Code in accordance with the attached Principles of Monitoring and to apply the higher standard in cases of differences or conflicts.

*All references to local law throughout this Code shall include regulations implemented in accordance with applicable local law.

**AMENDMENT TO
NIKE MULTI-SPORT AGREEMENT**

This Amendment to the University of Iowa Multi-Sport Agreement (this "Amendment") is made and entered into by and between NIKE USA, Inc., an Oregon corporation, having its principal place of business at One Bowerman Drive, Beaverton, Oregon 97005 ("NIKE"), and UNIVERSITY OF IOWA, on behalf of its Athletics Department, having its principal administrative offices at 340 Carver Hawkeye Arena, Iowa City, Iowa, 52242 ("UNIVERSITY").

WHEREAS, NIKE and UNIVERSITY entered into the "NIKE Multi-Sport Agreement," effective August 1, 2004 and dated September 8, 2004 (the "Agreement"), the current term of which extends through July 31, 2008 (the "Initial Term");

WHEREAS, the parties desire to extend and amend the Agreement in accordance with the terms and conditions in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein:

The parties agree to amend and extend the terms of the Agreement, effective October 19, 2007 as follows:

- A. Paragraph 2 of the Agreement shall be replaced in its entirety as follows:

"TERM

This Agreement shall remain in full force and effect for a period of three (3) Contract Years, from August 1, 2008 through July 31, 2011, unless sooner terminated or extended in accordance with the terms and conditions hereof (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements. NIKE shall have the right in its sole discretion to extend this Agreement for an additional period of three (3) years ("Option Term") by giving notice thereof to UNIVERSITY on or before August 1, 2010."

- B. Paragraph 5(a) of the Agreement shall be replaced in its entirety with the following:

"CONSIDERATION.

(a) Cash and/or Product for Covered Programs. In consideration of the rights granted under this Agreement, during each Contract Year, on behalf of the Covered Programs UNIVERSITY shall receive the following Product Consideration:

(1) Men's basketball

- A. Uniforms, shoes, practice gear, etc: \$40,000 (wholesale value)
- B. Additional product for Program use: at published wholesale prices
- C. Additional product for marketing use: \$20,000 total retail value (includes 1000 "Hawk's Nest" t-shirts)
- D. NikeByMail: \$20,000
- E. Camp(s): \$20,000 (wholesale value) in merchandise

(2) Women's basketball

- A. Product: \$20,000 (wholesale value)
- B. Additional product for Program use at published wholesale prices
- C. NikeByMail: \$5,000

(3) Football

- A. Product: \$200,000 (wholesale value)
- B. Additional product for Program use at published wholesale prices. Buy two pairs, get one pair free for football shoes after the first 300 pairs; buy one pair, get one pair free for football gloves after the first 500 pairs.
- C. Camp product: 500 t-shirts for head coach's camp (retail value: \$9,000)
- D. NikeByMail: \$5,000

(4) Volleyball

- A. Product: \$10,000 (wholesale value)
- B. Additional product for Program use at published wholesale prices
- C. NikeByMail: \$2,000

- C. Subparagraph 5(b) of the Agreement shall be replaced in its entirety with the following:

"The Athletic Department shall be entitled to order up to \$53,000 (retail value) of NIKE Product for professional use. All NIKE Product must be ordered through the "NIKE by Mail" program and subject to procedures established by NIKE for such purpose. No carry-over of unordered annual allotments of merchandise from one Contract Year to another shall be allowed."

- D. Subparagraph 5(e) shall be replaced in its entirety with the following:

"During each Contract Year of the Term, (i) Cash Consideration shall be \$275,000, and (ii) the total annual Product Consideration shall be increased by \$153,000 (wholesale value, and inclusive of any camp, marketing and NIKE By Mail allotments hereunder) above the level provided during each Contract Year of the Initial Term (increase to be allocated at the discretion of the Athletic Director)."

- E. Subparagraph 5(f) shall be replaced in its entirety with the following:

"Cash Consideration shall be paid as follows: \$150,000 to the men's basketball head coach, and the balance payable directly to UNIVERSITY. Cash Consideration to UNIVERSITY shall be payable in equal semiannual installments on September 1 and January 15 of each Contract Year. Cash Consideration to the basketball coach shall be payable in equal semiannual installments on October 1 and April 15 of each Contract Year. In the event the individual who held the position of men's basketball head coach as of June 1, 2008 ceases to be the men's head basketball coach of UNIVERSITY at any time during the term of this Contract, NIKE shall have the right to reduce UNIVERSITY's annual Cash Consideration by \$25,000 (such reduction to be taken on a *pro rata* basis if the effective date of such coach's departure is in the middle of the Contract Year)

and the Cash Consideration previously earmarked to be paid directly to that coach shall subsequently be paid directly to UNIVERSITY until such time as the parties agree on another payment arrangement."

F. A new Subparagraph 5(g) shall be added as follows:

"During each Contract Year of the Option Term, if any, (i) Cash Consideration shall be \$275,000 for the first Contract Year of the Option Term, and \$350,000 in Contract Years 2 & 3 of the Option Term, and (ii) the total annual Product Consideration shall remain unchanged during Contract Year 1 of the Option Term, and shall, in Contract Years 2 & 3 of the Option Term, be increased by \$125,000 (wholesale value, and inclusive of any camp, marketing and NIKE By Mail allotments hereunder) above the level provided during each Contract Year of the Term (increase to be allocated at the discretion of the Director of Athletics)."

G. Paragraph 14(a) of the Agreement shall be replaced in its entirety as follows:

"At NIKE's request, UNIVERSITY shall for a period of sixty (60) days negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to June 1, 2010 (the "Exclusive Negotiating End Date"), UNIVERSITY shall not (nor shall UNIVERSITY permit its agents, attorneys or representatives to) engage in discussions or negotiations with any third-party regarding post contract supply rights with respect to any Products, or sponsorship of any Covered Program (or similar supply or promotional arrangement) with respect to any Products ("Product Supply/Sponsorship Rights")."

Except as expressly modified herein, the Agreement and all other terms and conditions thereof shall remain in full force and effect and the parties hereto hereby confirm and ratify each of the provisions of the Agreement as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date below.

UNIVERSITY OF IOWA

By: _____

Gary Barta
Director of Athletics

By: _____

Print name: ~~George M. Hollins~~ George M. Hollins
Title: Business Manager

NIKE USA, Inc.

By: _____

Tommy Kain
Its: Director, U.S. Sports Marketing

By: _____

Peter H. Koehler, Jr.
Its: Regional Counsel, USA Region

Fed. Id. No: _____

42-6004813

Dated: _____

2.4.08