THE OHIO STATE UNIVERSITY
EQUIPMENT SUPPLY AGREEMENT

THIS IS AN AGREEMENT effective August 1, 2007 and entered into as of the signature date set forth below by and between The Ohio State University at Columbus, on behalf of its Department of Athletics, having its principal administrative office at 410 Woody Hayes Drive, Room 224, St. John Arena, Columbus, Ohio 43201-2013 (hereinafter "UNIVERSITY"), and NIKE USA, Inc., an Oregon corporation having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453 (hereinafter "NIKE").

W I T N E S S E T H

WHEREAS, UNIVERSITY fields and maintains nationally recognized athletic teams in numerous sports (and retains the coaches and staff in connection therewith), desires to obtain sponsors to support its Department of Athletics, 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" (as defined below);

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 its intercollegiate athletic programs as described below; and

WHEREAS, UNIVERSITY desires to acknowledge NIKE's support of the Department of Athletics as described below;

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) "BCS Bowl" shall mean, as of the date of execution hereof, any of the following bowl games: Orange Bowl, Sugar Bowl, Fiesta Bowl, and Rose Bowl; and shall also mean the fifth bowl game designated as the so-called college football "National Championship" game. In the event of a material change in the college football bowl structure, the parties shall meet in good faith and devise appropriate language to address the new system.

(b) "Coach" shall mean an individual employed by UNIVERSITY during the term of this Agreement to act as a head coach of an Intercollegiate Athletic Program.

(c) "Conference" shall mean the intercollegiate athletic conference of which UNIVERSITY is a member for the particular Team or Program at issue herein.

(d) "Contract Year" shall mean each consecutive twelve (12) month period from August 1 through July 31 during the term of this Agreement, including Option Years, if any.

(e) "Flagship Program(s)" shall mean any of the following Intercollegiate Athletic Programs: Football, Men's Basketball, and Women's Basketball.

(f) "Game" shall mean game, match, meet, test or such other competition reference as is appropriate to each individual sport.

(g) "Intercollegiate Athletic Program(s)" or "Program(s)" shall mean the 36 existing organized team and individual sports (plus cheerleading) sponsored by UNIVERSITY at its Columbus

campus and such other replacement or additional intercollegiate athletic programs as may be established at that campus from time-to-time during the term of this Agreement.

(h) "Intercollegiate Athletic Program Activities" shall mean all games, practices, exhibitions, scrimmages, team appearances, team photo sessions, UNIVERSITY- sponsored sports camps, and other Team-organized activities (including but not limited to photo shoots and interviews) during which Team members, Coaches, and Staff wear and/or use Products.

(i) "Material Acknowledgment Loss" shall mean the removal from Authentic Competition Apparel or footwear of camera-visible manufacturer identification (i.e., the NIKE name or the Swoosh Design) from its current placement location, or the adoption by a national television broadcaster of "virtual signage" applied to Flagship Program game broadcasts which either deletes or obscures manufacturer identification on such Products or replaces it with that of a third party. For purposes of this Agreement, "virtual signage" shall mean use of L-VIS technology 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.

(j) "NCAA" shall mean the National Collegiate Athletic Association or the governing body with jurisdiction over intercollegiate competition in any specific sport.

(k) "NIKE" shall mean NIKE USA, Inc., its parent NIKE, Inc., and their licensees, distributors, subsidiaries, and any successor company(ies).

(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 Jumpman Design or any other trademarks or brands (e.g., Bauer, Starter) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.

(m) "Products" shall mean:

(1) all athletic and athletically inspired or derived footwear (specifically including hockey skates) that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in their respective Intercollegiate Athletic Program;

(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, and practicewear (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in their respective Intercollegiate Athletic Program;

(3) all other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand-towels (not including Gatorade or other sport drink towels in the Teams' bench areas), receiver's and linemen's gloves, batting 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 their respective Intercollegiate Athletic Program; and

(4) sports equipment including, but not limited to, inflatable balls (specifically including without limitation basketballs and volleyballs); baseball bats and other baseball

equipment; softball equipment (excluding bats, fielding gloves, and catchers' equipment); hockey equipment; non-prescription protective eyewear, eyewear with performance attributes and sunglasses; 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; excluding golf clubs, but including such other 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, provided that such Products shall meet UNIVERSITY's good faith requirements for quality.

(n) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ballpersons) employed by UNIVERSITY during the term of this Agreement to provide services to Intercollegiate Athletic Programs.

(o) "Team" shall mean that group of athletes attending the UNIVERSITY's Columbus campus during the term of this Agreement and comprising the roster of each Intercollegiate Athletic Program.

(p) "Tier I Bowl" shall mean any of the following non-BCS Bowl games traditionally played on New Year's Day and such additional or replacement New Year's Day bowl games as may be established: the Citrus; Cotton; Gator; or Outback Bowl.

(q) "UNIVERSITY Marks" shall mean the names, nicknames, mascots, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY or its Intercollegiate Athletic Programs.

(r) "UNIVERSITY Web Site[s]" shall mean the official Internet World Wide Web site of the UNIVERSITY's athletic department, presently named <http://www.ohiostatebuckeyes.cstv.com>, and/or any other "official" web site designated as such by the UNIVERSITY's athletic department. It is understood that <http://www.osu.edu> is not included in this definition.

2. TERM.

This Agreement shall remain in full force and effect for a period of seven (7) Contract Years, from August 1, 2007 through July 31, 2014, unless extended as provided in Paragraph 12 (a) hereof or sooner terminated 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.

3. PRE-EXISTING COMMITMENT.

NIKE acknowledges that, subject to the exclusive wear and use obligations as set forth in Paragraph 7 below, UNIVERSITY, as a Conference member, is and may continue to be subject to an agreement between the Conference and a third party apparel manufacturer which requires the UNIVERSITY to use is best efforts to distribute "Big Ten Champion" logoed hats and t-shirts after the athletic contest which has determined that a UNIVERSITY team has won a Big Ten Championship.

4. ACKNOWLEDGMENT.

UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts, (i) the designation as "the official supplier of the athletic footwear and authentic apparel products of (designated Team)" and "the official athletic footwear and authentic apparel sponsor of (designated Team)", and/or such similar designations as shall be agreed upon by both parties (collectively, the

"Designations"), and (ii) the right to utilize (subject to the approval provisions of Paragraph 10 below and worldwide retail rights which have been granted by UNIVERSITY other than for Authentic Competition Apparel and certain other Products) the UNIVERSITY Marks (on a nonexclusive basis except as otherwise agreed by the parties in writing, herein or elsewhere) and/or Designations (on an exclusive basis) worldwide, in any media (now known or hereafter created) including, but not limited to, the Internet, the worldwide web, CD-ROM and other interactive and multi-media technologies, and programming, in connection with the manufacture, marketing and sale of NIKE Products and the marketing of the NIKE brand.

Such rights shall specifically include, but shall not be limited to, the exclusive right to supply Products for each Team and to use the Designations and, in connection therewith, the non-exclusive right to use game photographs, videotape and/or film footage of any and all Intercollegiate Athletic Programs subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes. (At NIKE's request, UNIVERSITY shall permit NIKE to utilize, consistent with this Paragraph 4, UNIVERSITY game photographs and footage, owned and/or controlled by UNIVERSITY, without a use fee, other than reasonable search and edit charges.)

5. PRODUCT SUPPLY CONSIDERATION.

(a) In consideration of the other provisions of this Equipment Supply Agreement, NIKE shall supply to UNIVERSITY NIKE Product for the use of the Intercollegiate Athletic Programs. NIKE's product supply obligations (calculated on the basis of suggested retail price) shall be as follows: 2007-2008 Contract Year (CY1): $2,215,000; 2008-2009 Contract Year (CY2): $2,215,000; 2009-2010 Contract Year (CY3): $2,315,000; 2010-2011 Contract Year (CY4): $2,315,000; 2011-2012 Contract Year (CY5): $2,415,000; 2012-2013 Contract Year (CY6): $2,415,000; 2013-2014 Contract Year (CY7): $2,515,000. In the event this Agreement is extended as provided in Paragraph 12 (a), NIKE's additional product supply obligations shall be as follows: 2014-2015 Contract Year (Option Year 1, or OY1): $2,515,000; 2015-2016 Contract Year (OY2): $2,615,000; 2016-2017 Contract Year (OY3): $2,615,000. Subject to availability and NIKE standard sales terms and conditions, UNIVERSITY may reallocate the mix of NIKE Product annually in a manner which, in its sole discretion, best meets Teams' or UNIVERSITY needs and advances the principles of gender equity, provided that UNIVERSITY shall allocate a reasonable amount of its product allotment to Flagship Programs in such a manner as to support the authenticity and exposure of similar retail products being marketed by NIKE.

The exact styles, sizes and delivery dates and, where appropriate, quantities of such NIKE Products shall be mutually determined by NIKE and UNIVERSITY (and subject to subparagraphs (1) and (2) below) for each Contract Year. UNIVERSITY may order and purchase additional quantities of the foregoing merchandise, or components thereof, from NIKE, or such local authorized dealer as NIKE may designate, at NIKE's published wholesale prices for those or comparable Products. In the event Ohio law prohibits UNIVERSITY's compliance with the foregoing sentence, then the parties shall consult prior to any purchase by UNIVERSITY from a non-NIKE source, and any non-NIKE Product purchased by UNIVERSITY from any source shall be subject to the same restrictions as non-NIKE items obtained pursuant to Paragraph 5(a)(1)(iii). All Product to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's Director of Athletics or any authorized representative of UNIVERSITY's Director of Athletics shall be filled by NIKE. All Authentic Competition Apparel supplied by NIKE to UNIVERSITY shall comply with NCAA performance specifications (e.g., size of numbers) and labeling requirements as they currently exist. UNIVERSITY shall be permitted

a maximum of $200,000 in carry-over of unordered annual allotments of merchandise, from one Contract Year to the next.

NIKE agrees to replace any defective or otherwise non-conforming Products at no expense to UNIVERSITY.

(1) UNIVERSITY acknowledges that:

(i) Annual product allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the regular season practices for each Intercollegiate Athletic Program and that annual allotments must typically be ordered 9-12 months in advance of each season to ensure timely delivery.

(ii) From time-to-time, NIKE may elect to obtain certain apparel or accessory Products to be supplied hereunder (such as football game jerseys and pants) from third parties, or to provide UNIVERSITY with a mutually agreeable allowance with which to purchase certain of such Products from third parties that have been approved by NIKE, which approval shall not be unreasonably withheld. In either case, such Products shall bear the NIKE Swoosh Design and/or other NIKE Marks (as designated by NIKE), consistent with NCAA rules and regulations.

(iii) Certain NIKE sports equipment (that has been approved by UNIVERSITY as Product) 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 and that NIKE's inability to provide such requested NIKE Product on such occasions shall not be deemed a violation or breach of this Agreement. In that event, until NIKE is able to supply them, UNIVERSITY may obtain such sports equipment or accessory products from a non-NIKE supplier, provided that any such item must be blank (no visible brand or indicia of origin) and no promotional benefit of any kind shall accrue to the source of such items.

(2) If in any Contract Year UNIVERSITY requires any additional footwear and/or core basic apparel Products (e.g., T-shirts, shorts, fleece and socks) for use by any Team(s) in quantities greater than those provided hereunder, then UNIVERSITY shall purchase any and all such Products directly from NIKE, or such authorized NIKE dealer as designated by NIKE, and in no event shall UNIVERSITY purchase such Products from any third party. In the event Ohio law prohibits UNIVERSITY's compliance with the foregoing sentence, then the parties shall consult prior to any purchase by UNIVERSITY from a non-NIKE source, and any non-NIKE Product purchased by UNIVERSITY from any source shall be subject to the same restrictions as non-NIKE items obtained pursuant to Paragraph 5(a)(1)(iii). NIKE sale of such Products to UNIVERSITY shall be at NIKE published wholesale cost. In addition, UNIVERSITY shall be permitted to order other NIKE Products for use by any Intercollegiate Athletic Program(s) at NIKE's published wholesale cost, subject to availability.

(b) During each Contract Year, Coaches, Staff, and select employees of the Athletic Department (in UNIVERSITY's discretion), shall be entitled to order NIKE Product for their personal use, up to an aggregate maximum amount (in terms of retail value) of $150,000. All NIKE Product hereunder must be ordered through the "NIKE by Mail" program, subject to procedures established by NIKE for such purpose. No carry-over of unordered annual

allotments of NIKE By Mail merchandise from one Contract Year to another shall be allowed.

(c) 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 negligence.

6. NIKE SPONSOR BENEFITS.

(a) In return for NIKE's sponsorship of UNIVERSITY, each Contract Year, UNIVERSITY shall provide NIKE with the following benefits at no additional cost to NIKE except as otherwise indicated:

(1) NIKE shall receive tickets to home games (and neutral site games as indicated below) for each Intercollegiate Athletic Program in accordance with the following:

PROGRAM	No. TICKETS
Football	10 tickets
Bowl games	10 + others if available
Basketball (M)	10
Basketball Tournament (M)	8 + others if available
Basketball (W)	10
Basketball Tournament (W)	8
All Other Programs	4

In addition to the foregoing, each Contract Year, NIKE shall receive: (i) fifty (50) tickets (in lieu of the above indicated 10 tickets) to one mutually agreed upon non Big-Ten Conference football game; and (ii) thirty (30) tickets (in lieu of the above indicated 10 tickets) to one mutually agreed upon non Big-Ten Conference men's basketball game, and thirty (30) tickets (in lieu of the above indicated 10 tickets) to one mutually agreed upon non Big-Ten Conference women's basketball game (collectively, "NIKE Game-day"). "Basketball Tournament" as used herein means every basketball tournament in which UNIVERSITY's basketball Programs participate. The UNIVERSITY shall use its best efforts to ensure that all tickets provided under the foregoing provisions shall be for best available seats. UNIVERSITY shall use best efforts to fulfill NIKE's requests for such additional quantities of tickets as it may reasonably request, such tickets to be best available.

(2) A full color bleed page of UNIVERSITY content in all game day programs shall be dedicated to acknowledging NIKE's sponsorship of the Intercollegiate Athletic Programs. Such content shall be subject to the approval of Nike and shall be an acknowledgement as that term is defined in Internal Revenue Code Section 513(i) and related regulations.

(3) Three (3) parking passes at all football and basketball games.

(4) A hospitality event for football and basketball NIKE Game-day ticket holders (which may include, for example, a welcome reception and/or tour of facilities) which shall

be pre-arranged with UNIVERSITY and subject to its prior facility commitments. Any catering costs shall be at NIKE's expense.

(5) Subject to applicable NCAA regulations, the opportunity to stage events and/or contests which are mutually agreed-upon before the appropriate season begins around designated home games/competitions, which events or contests may occur pre-game, during half-time or post-game. Such events and/or contests shall not contain comparative or qualitative descriptions of Nike's products, price information or other indications of savings or value about Nike's products, any message that otherwise endorses Nike's products or induces one to purchase or use Nike's products, or any message that causes Nike's payments to not be treated as "qualified sponsorship payments" as that term is defined in Internal Revenue Code Section 513(i) and related regulations. The parties recognize that UNIVERSITY is more familiar with such regulations than NIKE and it shall be UNIVERSITY's responsibility to exercise its right of approval to prevent this outcome. In this connection, the parties agree that all determinations regarding compliance with Internal Revenue Code Section 513(i) shall be made in the sole good-faith discretion of UNIVERSITY.

(6) Reasonable access to Intercollegiate Athletic Program Activities, where appropriate, and consistent with NCAA regulations, for the purpose of shooting game-action photographs, film or videotape footage and/or conducting and taping post-game interviews. Nike's usage of such photographs, footage, interviews, or film shall be subject to the advance approval of UNIVERSITY.

(7) NIKE shall be permitted, upon its reasonable request, to use mutually agreed upon UNIVERSITY facilities in connection with community based programs and events held by NIKE (such as its NIKE GO program). UNIVERSITY shall not provide program services or staff services for such programs and events; however, normal UNIVERSITY facility services (e.g. janitorial) and physical plant services (e.g. HVAC) shall be provided.

(8) In addition to the above, UNIVERSITY shall afford NIKE advance notice and the opportunity to consider participation in any and all additional sponsorship opportunities, in any media, made available by UNIVERSITY during the Term.

(9) At home varsity volleyball games, (x) upon request and at NIKE's own expense, NIKE shall have the right to have its name and/or logo appear on the net tape along with the words "Ohio State Volleyball," if not prohibited by applicable NCAA or Conference rules; and (y) NIKE shall have the right to provide a banner with NIKE's name and/or logo only (not to exceed three feet by seven feet in size) to be displayed courtside in a location to be mutually agreed by the parties.

(b) In addition to the foregoing, UNIVERSITY shall provide NIKE with program-specific in-stadium/arena signage opportunities, if available, at the applicable UNIVERSITY sponsor rate, on a basis no less favorable than similarly situated UNIVERSITY sponsors.

(c) (1) UNIVERSITY shall, and without limiting any other rights granted hereunder, make its best efforts to ensure that NIKE has the right to purchase or otherwise obtain advertising and/or other benefits on the UNIVERSITY Web Site[s] on a basis no less favorable than that offered to any third party for substantially similar benefits on the UNIVERSITY Web Site[s].

(2) In accordance with Ohio law, NIKE shall have the right to request, and UNIVERSITY

shall provide to NIKE, information about UNIVERSITY and its Intercollegiate Athletic Programs. Such information may include, but shall not necessarily be limited to, textual, photographic, or video materials which are copyrighted, owned or otherwise controlled by UNIVERSITY. Such information shall be provided on a timely basis and without a use fee, other than reasonable search and edit charges, if applicable. NIKE has the right to publish such information, and/or other editorial content which may be created by or for NIKE, relating to the UNIVERSITY and/or its Intercollegiate Athletic Programs, on NIKE's World Wide Web site(s), subject to applicable NCAA regulations. Nothing in this Agreement shall be deemed to confer upon NIKE any right to operate an "official" UNIVERSITY website.

(3) UNIVERSITY shall utilize its approval rights and, if possible, appropriate contractual restrictions to ensure that no non-NIKE brand of Products secures advertising exposure on the UNIVERSITY Web Site[s] which could mislead any reasonable person to believe that such non-NIKE brand of Products has an official supplier relationship with UNIVERSITY. UNIVERSITY shall create a disclaimer, subject to NIKE's approval, to the effect that the manufacturer of such non-NIKE Products is not an official supplier to UNIVERSITY, and such disclaimer shall be attached to all UNIVERSITY Web Site advertising for all apparel, footwear, and sports equipment, except for such exceptions as are permitted by the terms of this Equipment Supply Agreement (e.g. Wilson footballs) during each Contract Year. The parties shall annually agree upon the list of such exceptions. Institutional advertising for any retail outlet operated by UNIVERSITY's Athletic Department shall not be subject to this restriction if it does not include advertising for any Products.

7. USE OF NIKE PRODUCTS.

(a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis to each Intercollegiate Athletic Program, to be worn and/or used by Team members, Coaches and Staff during practices, games, exhibitions, clinics and UNIVERSITY-sponsored sports camps and other official, formal Team-organized activities (including but not limited to photo sessions and interviews) during which Team members, Coaches and Staff wear and/or use Products. UNIVERSITY shall require all Coaches and Team and Staff members to wear and/or use exclusively NIKE Products during such activities, except as otherwise expressly provided herein. Notwithstanding the foregoing, (i) NIKE acknowledges that in one or more cases a Team may be prohibited by Conference or NCAA rules from using NIKE-supplied balls during certain tournaments and away and neutral site competitions; and (ii) in the event (x) a Team member experiences medical issues relating to shoe fit or comfort in wearing NIKE footwear; *and* (y) UNIVERSITY provides notice thereof to NIKE, and UNIVERSITY and the affected Team member work diligently with NIKE to address the issue; *and* (z) even after sustained and diligent good faith efforts by UNIVERSITY and the Team member to work with NIKE, the Team member is unable to wear NIKE footwear due to a bona-fide medical condition as evidenced by a certification by the Team's physician; *then* such Team member shall be permitted to wear non-NIKE footwear provided all visible manufacturer's identification is taped over or otherwise covered so as to completely obscure such manufacturer's identification. NIKE acknowledges that any Coach's wearing of non-athletic footwear and apparel in connection with his or her official coaching duties, as appropriate, shall not constitute a breach of this Paragraph. If Nike is unable to provide Products which are necessary for a Team(s) and its Coaches and Staff, UNIVERSITY shall be permitted to wear non-NIKE products. In the

event any Team member requires eyewear with corrective lenses during games, practices, exhibitions, clinics, camps, and other Team activities, UNIVERSITY shall make first best-faith efforts to outfit such Team member with Nike eyewear suitable to support the required prescription, but if such efforts fail, such Team member may wear non-NIKE eyewear, provided that such non-NIKE eyewear is not from a brand associated with footwear. With regard to certain items of sports equipment which are very personal to the user (e.g. hockey goalie pads), the NIKE Sports Marketing field representative working with UNIVERSITY shall have the authority to grant exceptions to this exclusive use requirement, provided that any such exception must be expressly granted in writing, shall expire not later than the final game of the then-current season of the applicable sport, and shall not form or serve as any precedent for any future requested exception.

(b) UNIVERSITY shall ensure that no Team member, Coach or Staff member shall:

(1) Alter or permit the alteration of any NIKE Product worn or used by them (except as permitted under Paragraph 7(a) above); or

(2) Wear any non-NIKE Products which have been altered to resemble NIKE Products.

(c) UNIVERSITY shall ensure that during all Intercollegiate Athletic Program Activities no Team member, Coach or Staff member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE except as permitted under Paragraphs 5(a)(1) and 7(a) above.

(d) UNIVERSITY acknowledges that "spatting" or otherwise taping, so as to cover any portion of the NIKE logo, the NIKE athletic shoes worn by members of the Teams during Intercollegiate Athletic Program Activities, except as permitted in Paragraph 7(a) above, 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, and shall subject UNIVERSITY to possible reductions as provided in Paragraph 8(d).

(e) 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 worn or used by Coaches, Staff or Team members except for the name or logo of a bowl sponsor (but subject to Paragraph 24(a) below) if required for bowl participation, or a reasonable size commemorative identification to pay tribute to a significant particular UNIVERSITY team or notable UNIVERSITY or other figure (e.g., an anniversary patch or a mourning device) and provided such addition does not displace or cover any NIKE identification.

(f) UNIVERSITY agrees that it will use exclusively NIKE volleyballs in the women's varsity volleyball program throughout the term of this Equipment Supply Agreement. NIKE acknowledges that as of the date of execution hereof NIKE does not offer a volleyball which can be used by UNIVERSITY's men's volleyball team in compliance with current men's volleyball rules and regulations. NIKE further acknowledges that UNIVERSITY's men's volleyball conference, MIVA, currently has an agreement with Molten, which requires that Molten volleyballs be used for all Conference games. Therefore, as of the date hereof it is not a breach of this Equipment Supply Agreement for UNIVERSITY's men's volleyball team to use Molten volleyballs. However, UNIVERSITY shall not grant sponsorship or publicity benefits to Molten or any other brand of volleyball. If, during the Term of this Agreement NIKE offers a volleyball which conforms to applicable requirements for men's collegiate volleyball, and provided that such NIKE volleyball meets UNIVERSITY's good-

faith requirements for quality, then UNIVERSITY's men's volleyball team will use exclusively NIKE volleyballs for practice and competition to the extent not prohibited by Conference agreements.

8. CASH CONSIDERATION.

(a) Each Contract Year NIKE shall pay UNIVERSITY Base Compensation in the amounts provided below in two (2) equal semi-annual installments to be made on January 1 and June 1 of each Contract Year (and subject to subparagraph (b) below), to be used at UNIVERSITY's discretion. These amounts are subject to increase in accordance with the terms of Paragraph 13 and are also subject to reduction as provided herein.

CY1	$1,188,000	CY5	$1,188,000
CY2	$1,188,000	CY6	$1,188,000
CY3	$1,188,000	CY7	$1,188,000
CY4	$1,188,000		

In the event this Agreement is extended by NIKE as provided in Paragraph 12 (a), NIKE shall pay Base Compensation in these amounts during the option years:

OY1	$1,488,000	OY3	$1,488,000
OY2	$1,488,000		

(b) UNIVERSITY acknowledges that two of the principal inducements for NIKE's entrance into this Agreement are (i) the wide-spread national television and other media exposure that the Flagship Programs annually receive, and (ii) the accompanying acknowledgment of NIKE sponsorship through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or numerosity), on Authentic Competition Apparel and that such continued acknowledgment is of the essence of this Agreement. Accordingly, if in any Contract Year there is a Material Acknowledgment Loss or a Flagship Program is banned from television appearances, in lieu of NIKE's exercise of its termination right under Paragraph 15 below, then for such Contract Year NIKE shall have the right to reduce UNIVERSITY's scheduled Base Compensation in accordance with the following:

PROGRAM	TV APPEARANCE BAN % REDUCTION
Football	50%
Basketball (M)	20%
Basketball (W)	10%

(c) If NIKE's logo placement rights are diminished in any manner other than as the result of a Material Acknowledgment Loss, NIKE shall have the right to a reasonable equitable reduction in scheduled Base Compensation to be paid UNIVERSITY going forward taking into account the nature and extent of the diminution of such logo rights, the amount of such reduction to be negotiated by the parties in good faith. If the parties cannot agree upon the

amount of a reasonable equitable adjustment, the parties shall submit the matter to non-binding arbitration in accordance with the provisions of Paragraph 18(b) below.

(d) UNIVERSITY further acknowledges that (i) a third principal inducement for NIKE's entrance into this Agreement is the exposure that the NIKE brand receives through the prominent visibility of the NIKE Swoosh Design logo (or other NIKE logo) that appear on the side (and other locations) of the football shoes worn by members of the football team, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the "polishing-out", "spatting" or taping of football shoes in any manner so as to cover or obscure any externally visible portion of any shoe is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement (other than as specifically permitted under Paragraph 7[a] above). Accordingly, if members of the football team shall polish-out, spat, or otherwise tape their NIKE footwear, in lieu of NIKE's exercise of its termination right under Paragraph 15 below, NIKE in its sole discretion shall have the right to reduce UNIVERSITY's annual scheduled Base Compensation (for the Contract Year in which such polishing-out, spatting or taping occurs) as follows:

(1) For each and any game in which five (5) or more players' shoes appear on-field (in game action) polished-out, spatted, or taped for any reason (including as permitted under Paragraph 7[a] above) [e.g., if both of a player's shoes are spatted then that counts as two such appearances], NIKE shall have the right to reduce UNIVERSITY's annual scheduled Base Compensation by one percent (1%) per shoe (in excess of five shoes) that has been so polished out, spatted or taped, up to a maximum of five percent (5%) per game.

(2) For each player that shall appear on-field (in game action) with polished-out, spatted, or taped footwear in any season for any reason (other than as specifically permitted under Paragraph 7[a] above) after NIKE has provided UNIVERSITY with written notice of such occurrence by such player, NIKE shall have the right to reduce UNIVERSITY's annual scheduled Base Compensation by two percent (2%) for the next occurrence following such notice, and an additional two percent (2%) for each occurrence by such player thereafter.

(e) Notwithstanding the foregoing, in the event any UNIVERSITY football player sustains a foot or ankle injury during a game, and UNIVERSITY's football trainer determines in the good faith exercise of the trainer's professional judgment that the player can continue to play in the game only if the player's ankle and shoe are taped, then that player's injured foot shall not count as a taped foot for the duration of the game in which the injury was incurred.

(f) In the addition to the Base Compensation set forth above, NIKE shall pay UNIVERSITY cash bonuses as set forth on Schedule A for each of the indicated performance bonus(es) 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.

(g) In the event UNIVERSITY adopts any NIKE Products as new Products during the term hereof, and in so doing ends a relationship under which UNIVERSITY had received cash consideration for its use of such non-NIKE Products in the past, UNIVERSITY's Base Compensation hereunder shall be increased in accordance with the provisions of Paragraph 13.

9. STUDENT INTERNSHIP.

In addition to the product support and cash compensation set forth above, NIKE shall fund a paid internship at NIKE's World Headquarters as part of NIKE'S "Adrenaline" internship program for one (1) UNIVERSITY student during each summer this Agreement is in effect. UNIVERSITY shall advertise the availability of the internship and shall pass along to NIKE the information provided by applicants responding to the advertising, but shall have no other influence upon the selection. Selection of the UNIVERSITY Intern shall be made in NIKE's sole discretion and in keeping with NIKE's determination of the required qualifications.

10. APPROVALS OF TRADEMARK USE.

(a) In the event NIKE desires to use the UNIVERSITY's acknowledgment of its sponsorship in any consumer message, NIKE shall first submit a sample or the concept of the proposed message to UNIVERSITY for approval, which approval shall not be unreasonably withheld. Without limiting other examples of the possible reasonable withholding of approval, UNIVERSITY's disapproval of NIKE's concept shall be deemed reasonable if such concept includes a qualitative description of a NIKE Product, price information about a NIKE Product, or any message that otherwise endorses a NIKE Product as such term is interpreted in Section 513(i) of the Internal Revenue Code and related regulations. The parties recognize that UNIVERSITY is more familiar with such regulations than NIKE and it shall be UNIVERSITY's responsibility to exercise its right of approval to manage this potential issue.

UNIVERSITY shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within five (5) business days of its receipt thereof. UNIVERSITY's approval, or disapproval, shall be in writing. (If a submission is disapproved, UNIVERSITY's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Once a submitted sample or concept is approved, NIKE shall not depart therefrom without re-submission of the item and obtaining UNIVERSITY's further approval.

(b) In the event UNIVERSITY desires to use the NIKE Marks in any advertising or promotion, UNIVERSITY shall first submit a sample or the concept of the proposed advertisement or promotion to NIKE for approval, which approval shall not be unreasonably withheld.

11. TRADEMARK OWNERSHIP.

(a) 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.

(b) 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.

12. NIKE OPTION AND RIGHT OF FIRST REFUSAL.

(a) NIKE shall have an option to extend this Agreement for an additional term of three (3) Contract Years on the same terms and conditions (except as expressly provided herein) by giving notice to UNIVERSITY not later than February 1, 2013.

(b) If any branch-campus of UNIVERSITY ("Branch School") fields and maintains a Division I team that seeks an exclusive Product supplier, NIKE shall have the right of first refusal to

obtain such additional rights as follows: UNIVERSITY shall meet with NIKE (or arrange for NIKE to meet with the appropriate authorities if such rights are not exclusively controlled by UNIVERSITY) to discuss in good faith the granting of such rights to NIKE. Such discussions must occur prior to Branch School engaging in negotiations with any manufacturer or distributor of Products other than NIKE. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. If good faith negotiations with NIKE do not result in the consummation of an agreement, UNIVERSITY shall, thereafter, notify NIKE in writing of any bona fide third party offer that Branch School receives during the Term for such rights, and shall submit to NIKE in writing the specific terms of such bona fide third party offer, at least fifteen (15) business days prior to entering into an agreement with such third party. If NIKE agrees to match or better the material, measurable and matchable terms of such third party offer within such fifteen (15) business day period, Branch School agrees to enter into a contract with NIKE on the terms of the offer made by NIKE. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third party offer within such fifteen (15) business day period, Branch School may enter into a contract with the third party on the terms of the offer not matched by NIKE.

(c) Prior to February 1, 2013 (or February 1, 2016 if this Agreement has been extended by NIKE as provided in Paragraph 12 [a]) (in either case, the "Negotiating Date"), UNIVERSITY shall not engage in discussions or negotiations (nor shall UNIVERSITY permit its agents, attorneys or representatives to do so) with any third party regarding equipment supply for UNIVERSITY with respect to any Products, or sponsorship of any UNIVERSITY Intercollegiate Athletic Program (or similar supply or promotional arrangement) with respect to any Products ("Product Supply/Sponsorship Rights") after the Term. It is understood that UNIVERSITY may become aware of third party items which may be of some utility to the Intercollegiate Athletic Programs and nothing in this subparagraph 12(c) shall prohibit or bar UNIVERSITY from adopting, or discussing or negotiating the adoption of, such items, provided that such items are not Products, and otherwise subject to the provisions hereof.

(d) 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 defined herein, as follows. If UNIVERSITY receives any bona fide third-party offer at any time on or after the Negotiating 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. NIKE shall have fifteen (15) business days from the date of its receipt of such 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 Negotiating 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.

13. RIGHTS FOR 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 six (6) months' advance written notice of the particular item(s) then in development by NIKE. Once such item is commercially available and of sufficient good quality to meet UNIVERSITY's reasonable requirements, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(l) above and "NIKE Products" as defined in Paragraph 1(k) above and covered in all pertinent respects by the terms hereof and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UNIVERSITY shall make such new Product item(s) available to Team members, Coaches and/or Staff members, NIKE shall supply UNIVERSITY, free of charge, with sufficient quantities for such purpose to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UNIVERSITY, Team members, Coaches and/or Staff members are then receiving from a third party, 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. Such quantities of the new Product item(s) shall be in addition to the Product Supply Consideration provided in Paragraph 5(a). In addition, if UNIVERSITY's former source for such new Product item(s) had been paying annual cash consideration to UNIVERSITY in consideration of UNIVERSITY's use of such new Product item(s), NIKE shall match that amount annually for the duration of this Equipment Supply Agreement. Such additional Base Compensation shall be paid in the same manner and on the same schedule provided in Paragraph 8(a).

14. 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 breaches any other material provision of this Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt of written notice from UNIVERSITY specifying the breach.

15. RIGHT OF TERMINATION BY NIKE.

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

(1) Any Flagship Program is placed on NCAA probation which results in a television or post-season appearance ban for longer than a single playing season, or UNIVERSITY ceases for any reason to field a Division I team in any of the Flagship Programs;

(2) Members of any Team fail to wear or use NIKE Products during practices, games, exhibitions, clinics, UNIVERSITY-sponsored sports camps or other official, formal Team-organized occasions during which Team members wear or use Products (including but not limited to photo sessions and interviews), or wear NIKE Products

altered, spatted or taped, in violation of the provisions of Paragraph 7 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;

(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 results in a Material Acknowledgment Loss;

(5) Athletic Department administration, Coaches or Staff disparages the quality or performance of NIKE Products or the brand; or

(6) 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.

(7) In the event of the termination (for any reason) of any other agreement between the parties, if any such agreements shall exist at the time; or

(8) In the event any third party which is engaged in the manufacture, branding, selling, or marketing of Products becomes a "sponsor" in violation of the terms of Paragraph 24[a] below, or an advertiser on the UNIVERSITY Web Site in violation of the provisions of Paragraph 6(c)(3) above, with the understanding that termination under this Paragraph 15(a)(8) will not be effective until the end of the then-current Contract Year.

(b) In the event of termination under this Paragraph or Paragraph 14, UNIVERSITY shall not be entitled to any further compensation under this Agreement, except any unpaid Base Cash Compensation and Performance Bonuses earned prior to the effective date of termination, pro-rated (in the case of Base Cash 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 Cash Compensation, if any, paid in excess of the amount to which UNIVERSITY would be entitled if the Base Cash 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.

16. 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 exhaust all materials which were produced prior to the effective date of expiration or termination; and

(b) Use, in perpetuity, Game Photos or Game Footage for NIKE in-house exhibition for historical, educational or commemorative purposes but not for sale or other promotional or commercial purposes.

17. INDEMNIFICATION.

NIKE shall defend, indemnify and hold harmless UNIVERSITY, its Board of Trustees, directors, officers, employees and agents (collectively, "UNIVERSITY Parties") from and against all suits,

actions, claims, judgments, damages, losses or other liabilities, and all costs and expenses, including reasonable attorney fees, ("Claims") incurred by any UNIVERSITY Parties in connection therewith, arising out of or relating to NIKE's: (i) breach of any material term of this Agreement; or (ii) acts or omissions of NIKE, or those of its employees and/or agents; provided NIKE is given prompt written notice of and shall have the option to undertake and conduct the defense of any such Claim (subject to the Ohio Attorney General's statutory authority to appoint legal counsel with respect to UNIVERSITY and approve settlements with respect to UNIVERSITY). In any instance to which the foregoing indemnities pertain, UNIVERSITY Parties shall cooperate fully with and assist NIKE in all respects in connection with any such defense, and no UNIVERSITY Party shall enter into a settlement of such Claim or admit liability or fault on the part of NIKE without NIKE's prior written approval. With respect to Internal Revenue Code Section 513(i) and related regulations, it shall be UNIVERSITY's responsibility to exercise its rights of approval over messages for and about NIKE to ensure that NIKE's payments hereunder are treated as "qualified sponsorship payments." Provided that NIKE complies with all of the approval requirements herein for sponsorship recognition and other messaging, NIKE shall not bear any responsibility for any finding by the Internal Revenue Service which results in the payment of more tax by UNIVERSITY.

18. REMEDIES.

(a) 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 non-breaching party at law or in equity, the non-breaching 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.

(b) Any dispute between the parties relating solely to the amount of a reduction to which NIKE shall be entitled pursuant to Paragraph 8(c) above shall be subject to non-binding arbitration under the Dispute Resolution Rules of the American Arbitration Association (the "AAA") then in effect. Such arbitration proceeding shall take place in Chicago, Illinois (unless otherwise agreed) before a single mutually agreed arbitrator who shall be a lawyer. If UNIVERSITY and NIKE cannot agree upon the choice of the arbitrator within ten (10) days of the date the matter is submitted for arbitration, the parties shall request, and accept, assignment of an arbitrator by the AAA. Any arbitration proceeding and decision shall be private and confidential, to the extent permitted under Ohio law.

19. 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, 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 UNIVERSITY's obligation to notify NIKE of any address change.

NIKE, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Director of Sports Marketing, U.S.	The Ohio State University Dept. of Athletics 410 Woody Hayes Drive, Rm. 224 Columbus, OH 43210-1166 Attn: Senior Associate Athletic Director for Finance & Operations
cc: Legal Dept., Contracts Administrator (on any notice of breach)	cc: Attn: Office of Legal Affairs, Julie D. Vannatta (on any notice of breach) AS OF DATE OF EXECUTION HEREOF: 33 West 11th Avenue, Suite 209 Columbus, OH 43201-2013 EFFECTIVE MARCH 2007: 1590 North High Street, Suite 500 Columbus, OH 43201-2178
	(on any notice of breach arising out of any breach of Paragraph 8[d]) cc: Director of Athletics 410 Woody Hayes Drive, Rm. 224 Columbus, OH 43210-1166 *and* cc: Head Football Coach 2491 Olentangy River Road Columbus, OH 43210-1073

20. RELATIONSHIP OF PARTIES.

The performance of services for NIKE by UNIVERSITY is in the capacity of independent contractors. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between UNIVERSITY and NIKE.

21. 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 NIKE and its retail accounts without UNIVERSITY's prior approval, which approval shall not be unreasonably withheld.

22. 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.

23. 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 approved by 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.

24. ADDITIONAL WARRANTIES.

UNIVERSITY represents and warrants that:

(a) Neither UNIVERSITY nor any Coach nor Staff member 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 that during the term hereof UNIVERSITY will not (except as provided under Paragraph 5(a) and 7(a) above), without the prior written consent of NIKE:

(1) In connection with any Intercollegiate Athletic Program, enter into any endorsement, 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. Notwithstanding the foregoing, it shall not be a breach of this Equipment Supply Agreement for UNIVERSITY to utilize Wilson branded footballs so long as the Wilson Sporting Goods Company continues to manufacture all footballs used by UNIVERSITY within the State of Ohio. NIKE recognizes that as of the date of this Equipment Supply Extension Agreement, UNIVERSITY has agreements in place with five (5) retail sponsors who are sellers of Products: Value City / Schottenstein Stores, American Eagle Outfitters, Dick's Sporting Goods, Kroger, and Designer Shoe Warehouse ("Existing Agreements With Sellers Of Products"), and agrees that the Existing Agreements With Sellers of Products may remain in effect until the expiration of the current term of each such agreement, including any renewal term which is currently a part of such agreement. In the event any of the five (5) Existing Agreements With Sellers of Products expires or is terminated, UNIVERSITY shall have the right to replace such retail sponsor with another, who may also be a seller of Products ("Future Agreement[s] With Sellers of Products"), subject to the provisions hereof. UNIVERSITY shall not at any one (1) time have more than five (5) retail sponsors who are sellers of Products. UNIVERSITY agrees that to the extent it has approval rights, it shall not approve any advertising or promotional materials under any such Existing or Future Agreements With Sellers of Products if such advertising or promotional materials feature or promote any footwear or apparel Products, or brand of footwear or apparel Products, other than NIKE (e.g., UNIVERSITY would not approve any Kroger advertisement featuring Puma athletic footwear). NIKE further

agrees that it shall not be a breach of this Agreement for UNIVERSITY to own and operate retail outlets, including without limitation "The Official Team Shop," which may receive signage and promotional benefits in UNIVERSITY's discretion so long as such outlet(s) continue to sell a reasonable selection of NIKE Products;

(2) Allow any Coach or Staff member of any Intercollegiate Athletic Program to, in violation of this Agreement, wear and/or use Products sold by any person or entity who manufactures, sells, fulfills or otherwise distributes Products (via the Internet or otherwise) other than NIKE or enter into any endorsement, product supply, promotional, consulting or similar agreement with any person or entity who manufactures, sells, fulfills or otherwise distributes Products (via the Internet or otherwise) other than NIKE;

(3) In connection with any Coach- or UNIVERSITY-operated and/or licensed sports camp, enter into or allow any Coach or Staff member of any Intercollegiate Athletic Program to enter into any endorsement, 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 (with the understanding that for camps associated with non-Flagship Programs, UNIVERSITY may sell or distribute non-NIKE t-shirts that bear no external brand identification, and that internal brand identification shall be permissible only if the brand is not associated with footwear);

(4) Sell to any person or entity Products purchased or provided hereunder by NIKE or any third-party, provided that it shall not be a violation of this Agreement for UNIVERSITY, on an occasional basis, to offer to sell to the public its used Products, or Products which in good faith it no longer contemplates using for the purposes of this Agreement; or

(5) Permit the trade name, trademark, name, logo or any other identification of any manufacturer or seller of Products other than NIKE to appear on signage at home practices, games, exhibitions, clinics, UNIVERSITY-sponsored sports camps, and other official or UNIVERSITY sanctioned Intercollegiate Athletic Program Activities which are controlled by UNIVERSITY.

(6) Approve use by any third-party of any game photographs or footage in which NIKE Marks that appear on Products worn and/or used by a Team member, Coach or Staff have been airbrushed, digitally altered or otherwise obscured.

(b) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.

25. 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 trustees or as may be required by law.

26. 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.

27. CONTRACT CONSTRUCTION.

Notwithstanding any provision contained heretofore in this Agreement, the provisions of this Agreement shall be construed in a manner consistent with the intentions of UNIVERSITY and NIKE that all amounts received under this Agreement are qualified sponsorship payments as that term is defined in Section 513(i) of the Internal Revenue Code and related regulations. Consistent with that intent, nothing produced by NIKE under this Agreement shall contain: qualitative or comparative language; price information or other indication of savings or value associated with a product or service; a call to action; an endorsement or an inducement to buy, sell, rent or lease NIKE Products or services.

28. ENTIRE CONTRACT.

As of the effective date hereof, this Agreement shall constitute the entire understanding between UNIVERSITY and NIKE with regard to the specific subject matter hereof and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE with regard to the specific subject matter hereof shall have no further force or effect after July 31, 2007.

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

THE OHIO STATE UNIVERSITY

By: _____
William J. Shkurti
Senior Vice President for Business & Finance

Fed. Id. No: 31-6025986

By: _____
Eugene D. Smith
Director of Athletics

NIKE USA, Inc.

By: _____
Kit Morris
Director of College Sports Marketing

By: _____
Adam Helfant
Vice President, Global Sports Marketing

Dated: 11/18/06

SCHEDULE A

	FOOTBALL	BASKETBALL (M)	BASKETBALL (W)
National Championship	$10,000	$25,000	$7,500
Conference Championship	$ 5,000	$10,000	$5,000
BCS Bowl Appearance	$ 2,500	N/A	N/A
Tier I Bowl Appearance	$ 2,000	N/A	N/A
Top 5 Ranking[1]	$ 3,500	$ 3,500	$3,000
.950 Season Winning %	$ 3,500	$ 3,500	$3,000

[1] Based on final USA Today or AP Final Poll (whichever is higher)

FIRST AMENDMENT TO EQUIPMENT SUPPLY AGREEMENT

On November 18, 2006, The Ohio State University ("OSU") and NIKE USA, Inc. ('NIKE") entered into an equipment supply agreement (the "Agreement"). The parties hereby desire to modify such Agreement as follows:

1) Paragraph 1(m)(4) is deleted in its entirety and restated as follows:

> (4) sports equipment including, but not limited to, inflatable balls (specifically including without limitation basketballs and volleyballs); baseball bats and other baseball equipment; softball equipment (excluding bats, fielding gloves, and catchers' equipment); hockey equipment; non-prescription protective eyewear, eyewear with performance attributes and sunglasses; 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; excluding golf clubs and golf balls, but including such other 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, provided that such Products shall meet UNIVERSITY's good faith requirements for quality.

Except as expressly modified above, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

THE OHIO STATE UNIVERSITY	NIKE USA, Inc.
William J. Shkurti Senior Vice President for Business and Finance	Kit Morris Director of College Sports Marketing
Date:	Date: 8.3.07
Eugene D. Smith Director of Athletics	Adam Helfant Vice President, Global Sports Marketing
Date: 7-11-07	Date: 8/20/07

SECOND AMENDMENT TO EQUIPMENT SUPPLY AGREEMENT

On November 18, 2006, The Ohio State University ("OSU") and NIKE USA, Inc. ("NIKE") entered into an equipment supply agreement (the "Agreement"), which Agreement was amended on August 20, 2007. The parties hereby agree to further amend and modify the Agreement as follows:

(1) Paragraph 1(m)(1) is deemed amended to delete hockey skates.

(2) Paragraph 1(m)(2) is deemed amended to exclude competitive technical swimsuits.

(3) Paragraph 1(m)(4) is deemed amended to delete hockey equipment, to delete baseball bats and to exclude catcher's mitts.

(4) Paragraph 5(a) is deemed amended to modify NIKE's product supply obligation as follows:

Contract Year	Product Supply
2012-2013 (CY6)	$2,426,014
2013-2014 (CY7)	$2,526,014

(5) If NIKE exercises its option to extend the Agreement pursuant to Paragraph 12(a), as amended below under this Second Amendment, NIKE's product supply obligation for the four (4) additional Contract Years (i.e. August 1, 2014 - July 31, 2018) shall be as set forth below, and Paragraph 5(a) of the Agreement shall be deemed amended accordingly:

Option Year	Product Supply
2014-2015 (OY1)	$2,526,014
2015-2016 (OY2)	$2,626,014
2016-2017 (OY3)	$2,626,014
2017-2018 (OY4)	$2,726,014

(6) The first sentence of Paragraph 5(b) is amended to state as follows:

> "During each Contract Year, Coaches, Staff, and select employees of the Athletic Department (in UNIVERSITY's discretion), shall be entitled to order NIKE Product for their personal use, up to an aggregate maximum amount (in terms of retail value) of $166,000; except that, in the event Thad Matta ceases for any reason to serve as the Coach of the Men's Basketball Program, the aggregate maximum amount (in terms of retail value) shall be $150,000."

(7) If NIKE exercises its option to extend the Agreement pursuant to Paragraph 12(a), as amended below under this Second Amendment, NIKE shall pay Base Compensation for the four (4) additional Contract Years (i.e. August 1, 2014 - July 31, 2018) in the amounts set forth below, and Paragraph 8(a) of the Agreement shall be deemed amended accordingly:

Option Year	Base Compensation
2014-2015 (OY1)	$1,488,000
2015-2016 (OY2)	$1,488,000
2016-2017 (OY3)	$1,488,000
2017-2018 (OY4)	$1,488,000

(8) Paragraph 12(a) is deleted in its entirety and restated as follows:

"(a) NIKE shall have an option to extend this Agreement for an additional term of four (4) Contract Years (i.e. August 1, 2014 - July 31, 2018) on the same terms and conditions as prevailing for CY7 (except as otherwise expressly provided in the Agreement and any amendments thereto), by giving notice to UNIVERSITY not later than February 1, 2013."

(9) Paragraph 12(c) is deleted in its entirety and restated as follows:

"(c) Prior to February 1, 2013 (or February 1, 2017 if this Agreement has been extended by NIKE as provided in Paragraph 12(a), as amended above under this Second Amendment) (in either case, the "Negotiating Date"), UNIVERSITY shall not engage in discussions or negotiations (nor shall UNIVERSITY permit its agents, attorneys or representatives to do so) with any third party regarding equipment supply for UNIVERSITY with respect to any Products, or sponsorship of any UNIVERSITY Intercollegiate Athletic Program (or similar supply or promotional arrangement) with respect to any Products ("Product Supply/Sponsorship Rights") after the Term. It is understood that UNIVERSITY may become aware of third party items which may be of some utility to the Intercollegiate Athletic Programs and nothing in this subparagraph 12(c) shall prohibit or bar UNIVERSITY from adopting, or discussing or negotiating the adoption of, such items, provided that such items are not Products, and otherwise subject to the provisions of the Agreement and any amendments thereto."

Except as expressly modified above, the Agreement remains in full force and effect.

NIKE USA, Inc.

BY:_____ BY:_____

TITLE:_____ TITLE:_____

DATE:_____ DATE:_____

The Ohio State University

BY: Geoffrey S Chatas BY:_____

Geoffrey S. Chatas
Sr. Vice President for Business & Finance and CFO

TITLE:_____

DATE: 8.8.12 DATE:_____