

AMENDMENT TO AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This AMENDMENT is made and entered into effective the 1st day of November 2013 (herein "Effective Date") through the completion of the performance of the obligations set forth herein, by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, (herein "LSU" or "University") a public constitutional corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, herein appearing through and represented by L. Robert Kuhn, its Interim Vice Chancellor for Finance and Administrative Services and CFO.

and

WILSON SPORTING GOODS CO. (herein "Wilson"), a Corporation, with a mailing address at 8750 W. Bryn Mawr Ave., Chicago, IL 60631, herein appearing through and represented by Ray Berens, General Counsel of Wilson;

who appeared and agreed that:

WITNESSETH

WHEREAS, LSU fields and maintains a varsity baseball team and owns all right, title and interest in and to the names, trademarks, service marks, logographics and/or symbols, and any other recognized references to LSU; and

WHEREAS, the University will make the services of its current head varsity baseball coach (hereinafter "Coach") available to Wilson; and

WHEREAS, Wilson is in the business of manufacturing and selling baseball equipment including athletic footwear, baseball ball gloves, batting gloves, bats, protective gear, equipment bags, team uniforms; and

WHEREAS, Wilson is desirous of having the Coach and all members of the varsity baseball Team use Wilson Baseball Equipment;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:



1. DEFINITIONS

As used herein, the terms set forth below shall be defined as follows:

- A. "Contract Year" shall mean (i) in year one, the period between January 1, 2012 through June 30, 2012, and (ii) for future years, each consecutive twelve (12) month period from July 1 through June 30 during the Term of this Agreement.
- B. "Products" shall mean DeMarini bats, Wilson/DeMarini gloves/mitts, Wilson/DeMarini helmets, Wilson/DeMarini catcher's gear, Wilson/DeMarini uniforms, Wilson/DeMarini equipment bags, Wilson/DeMarini batting gloves, Wilson/DeMarini wristbands, and Wilson/DeMarini batter's protective gear.
- C. "Team" shall mean any of all members of the varsity baseball team of LSU during the Term, including without limitation players and coaches.
- D. "Term" shall mean that period commencing January 1, 2012 and concluding June 30, 2018.

- 2. EXCLUSIVITY – no change.**
 - 3. MERCHANDISE – no change.**
 - 4. PROMOTIONAL OPPORTUNITIES – no change.**
 - 5. NAME, MARKS AND LOGO OF LSU – no change.**
 - 6. INDEMNIFICATION – no change.**
 - 7. DEFAULT – no change.**
 - 8. TERMINATION – no change.**
 - 9. EXCUSED PERFORMANCE – no change.**
 - 10. NOTICES – no change.**
- 

11. **ASSIGNMENT – no change.**
12. **REPRESENTATIONS OF AUTHORITY – no change.**
13. **NONDISCRIMINATION, EMPLOYMENT AND WAGES – no change.**
14. **CONFIDENTIALITY – no change.**
15. **NO PARTNERSHIP, ETC. – no change.**
16. **HEADINGS – no change.**
17. **COUNTERPARTS – no change.**
18. **GOVERNING LAW AND VENUE – no change.**
19. **RIGHT TO AUDIT – no change.**
20. **ENTIRE AGREEMENT – no change.**

[Remainder of page intentionally left blank]

[Signature page for Agreement By and Between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Wilson Sporting Goods Co.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their signatures, in the presence of the undersigned competent witnesses, to be effective as of the date set forth above.

WITNESSES:


Name: Ashley Territo

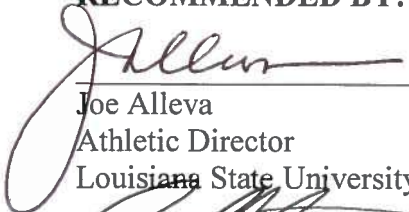

Name: HEATH PRICE

WITNESSES:


Name: David McKivdy


Name: Peter Butch

RECOMMENDED BY:


Joe Alleva
Athletic Director
Louisiana State University


Paul Mainieri
Head Baseball Coach
Louisiana State University

**BOARD OF SUPERVISORS OF
LOUISIANA STATE
UNIVERSITY AND
AGRICULTURAL AND
MECHANICAL COLLEGE**

BY: Robert Kuhn

Name: Robert Kuhn

Title: Interim Vice Chancellor
Designee for Finance and
Administrative Services

Date: 11/11/13

WILSON SPORTING GOODS CO.

BY: Ray Berens

Name: Ray Berens

Title: General Counsel

Date: November 1, 2013

AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This AGREEMENT is made and entered into effective the 1st day of January, 2012 (herein "Effective Date") through the completion of the performance of the obligations set forth herein, by and between:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND MECHANICAL COLLEGE ON
BEHALF OF LSU ATHLETICS, (herein "LSU" or "University") a public
constitutional corporation domiciled in the Parish of East Baton Rouge,
State of Louisiana, herein appearing through and represented by Eric N.
Monday, its Vice Chancellor for Finance and Administrative Services &
CFO;

and

WILSON SPORTING GOODS CO. (herein "Wilson"), a Corporation,
with a mailing address at 8750 W. Bryn Mawr Ave., Chicago, IL 60631,
herein appearing through and represented by Ray Berens, General Counsel
of Wilson;

who appeared and agreed that:

WITNESSETH

WHEREAS, LSU fields and maintains a varsity baseball team and owns all right,
title and interest in and to the names, trademarks, service marks, logo graphics and/or
symbols, and any other recognized references to LSU; and

WHEREAS, the University will make the services of its current head varsity
baseball coach (hereinafter "Coach") available to Wilson; and

WHEREAS, Wilson is in the business of manufacturing and selling baseball
equipment including athletic footwear, baseball ball gloves, batting gloves, bats,
protective gear, equipment bags, team uniforms; and

WHEREAS, Wilson is desirous of having the Coach and all members of the
varsity baseball Team use Wilson Baseball Equipment;

NOW, THEREFORE, for and in consideration of the promises and mutual
covenants herein contained and for other good and valuable consideration, it is agreed as
follows:



1. DEFINITIONS

As used herein, the terms set forth below shall be defined as follows:

- A. "Contract Year" shall mean (i) in year one, the period between January 1, 2012 through June 30 2012, and (ii) for years two through five, each consecutive twelve (12) month period from July 1 through June 30 during the Term of this Agreement.
- B. "Products" shall mean DeMarini bats, Wilson/DeMarini gloves/mitts, Wilson/DeMarini helmets, Wilson/DeMarini catcher's gear, Wilson/DeMarini equipment bags, ATEC training equipment, Wilson/DeMarini batting gloves, and Wilson/DeMarini wristbands.
- C. "Team" shall mean any or all members of the varsity baseball team of LSU during the Term, including without limitation players and coaches.
- D. "Term" shall mean that period commencing January 1, 2012 and concluding June 30, 2016.

2. EXCLUSIVITY

LSU agrees that during the Term, Coach shall use exclusively and shall require coaching staff and members of the Team to use exclusively the Products whenever the Team competes, plays, practices, or participates in connection with, as part of, or in preparation for any event, game, or public appearance to the extent permitted by the Southeastern Conference and the NCAA.

3. MERCHANDISE

For the right and benefits granted to Wilson pursuant to this Agreement, Wilson shall provide to LSU the following Products under the terms and conditions as outlined below:

- A. Guaranteed Minimum Compensation
 - 1. Wilson agrees to pay \$275,000 per Contract Year to LSU.
The amount will be paid in equal installments of \$137,500 on July 15 and January 15 of each Contract Year; provided for Contract Year One, Wilson will provide LSU one installment of \$275,000 by January 1, 2012.
- B. Wilson Product Commitment



1. During each Contract Year (year 1, year 2, year 3, year 4, year 5), Wilson shall provide the following product at no expense to LSU:

- a. Eighty (80) DeMarini bats;
- b. Thirty (30) wood composite bats;
- c. Fifteen-hundred (1,500) camp t-shirts;
- d. One-hundred and ninety-two (192) wristbands;
- e. Twelve (12) golf shirts;
- f. Two-hundred and fifty-two (252) pairs of batting gloves;
- g. Sixty (60) fielding gloves;
- h. Thirty-six (36) helmets;
- i. Sixty (60) travel bags with wheels;
- j. Eight (8) sets of catchers gear and helmet;
- k. Twelve (12) ball buckets;
- l. Ten (10) dozen ATEC dimple balls;
- m. Forty-five (45) player bags;
- n. Eight (8) fungo bats;
- o. Four (4) skull caps;
- p. Twenty-four (24) dozen SCB baseballs;
- q. Four (4) sets of youth catchers gear and helmet;
- r. Two (2) youth bats.

2. Additionally, in Contract Year 1 only, Wilson shall provide the following product at no expense to LSU:

- a. Two (2) ATEC Casey Pro
- b. One (1) ATEC Rookie

The Products listed above are valued at approximately \$115,000 (at catalog cost) per Contract Year. In order to ensure delivery of products prior to the start of LSU's playing season, all orders must be submitted to Wilson on or before December 15 of the year prior to the start of LSU's spring baseball playing season. LSU is responsible for providing an adequate number of bats for a game and LSU will not rely on returned damaged bats to be expedited by Wilson to ensure an appropriate number of bats for a given game. The Products provided to LSU by Wilson in accordance with the terms herein shall not be resold.

3. Wilson also agrees to provide Coach \$10,000 in Wilson merchandise (at catalog cost) each Contract Year during the Term.

and

C. Other Supplemental Provisions to the Agreement:

1. Upon request by Wilson and during the Term of this Agreement, LSU shall make available and grant Wilson the right to use LSU's NCAA compliant images of the Team using the Products for use in any and all Wilson advertising and publicity materials in any and all media now known or hereafter developed during the Term of the agreement. Advertising and publicity materials must be approved by LSU prior to actual use.
2. LSU shall grant Wilson the title sponsor of one (1) event held by LSU and mutually agreed upon by the parties per Contract Year. Such events include, but are not limited to clinics, non-LSU tournaments, camps or other mutually agreed upon events.
3. LSU agrees to arrange a mutually acceptable time for a Wilson Sales Representative to conduct a "Glove Day".
4. LSU grants Wilson the right to use LSU's Official Game baseball field at least once per Contract Year for mutually agreeable uses, including, but not limited to photo shoots, baseball-related product tests, or sales presentations. Use of LSU's field by Wilson will be for a mutually agreeable length of time, but not less than four (4) hours, on a mutually agreeable date.
5. Wilson and DeMarini will be allowed access to LSU coaches when possible to work together on product research and development in accordance with conference rules and regulations.
6. LSU will prominently display Wilson, DeMarini, and/or ATEC signage or banners onsite at all LSU's baseball functions where permitted.
7. Subject to applicable University policy and travel procedures, Head Baseball Coach agrees to be a Wilson Advisory Staff member and assist product development.
8. During each Contract Year, LSU will provide Wilson with a half-page ad in LSU's Baseball game day program.
9. If in any Contract Year University requires any additional Products for use by the Baseball Program in quantities greater than those provided hereunder, then University may do so through its normal bidding process, in order to solicit bids, to the extent permitted by the Louisiana Procurement Code, from Wilson dealers or from Wilson directly. To the extent permitted by the LSU's Purchasing policies and procedures, University warrants it will not entertain bids for such subsequent orders from non-Wilson dealers. Wilson's sale of Products to University shall be at Wilson's published wholesale cost and subject to availability.

D. Additional Purchased Product

LSU and Wilson agree that the Products provided to LSU pursuant to subparagraph B-1 above shall be at no cost to LSU. Any Products ordered during any Contract Year in excess of the amounts stated above shall be sold to LSU at Wilson's wholesale prices and all such purchases shall be in accordance with



LSU's purchasing policies and procedures and all applicable State of Louisiana policies and procedures (as stated in section C-9 above).

E. Product Delivery Address

Products will be shipped to the following address: LSU Baseball, North Stadium Drive, Baton Rouge, LA 70803.

4. PROMOTIONAL OPPORTUNITIES

A. During each Contract Year, Coach shall make a minimum of one (1) promotional appearance on behalf of Wilson. Consistent with his baseball coaching schedule, Coach shall use best efforts to make such promotional appearance before such audience on such date and in such location in accordance with the appearance schedule requested by Wilson; provided, however, that Wilson agrees to reimburse the University for all necessary and reasonable expenses incurred by LSU on behalf of the Coach, in connection with such promotional appearances.

B. Consistent with the demands of his baseball coaching schedule, Coach agrees during the Term to assist Wilson with product development and consultation with respect to the construction, design, playing features, and other characteristics of Wilson's baseball equipment as may now or in the future be developed by Wilson in accordance with conference and NCAA rules and regulations.

5. NAME, MARKS AND LOGO OF LSU

A. During the Term hereof, Wilson and/or its parent company, shall have the right to use for advertising and publicity purposes the fact that Team and/or Coach exclusively uses the Products. Such advertising and publicity uses may include corporate publications and reports issued by Wilson and/or its parent company, print advertisements (including posters), caps, packaging, promotional copy, sales aids, "hang tags", head cards, catalogs (which may be utilized and distributed by Wilson in its normal course of business following the expiration of the Term) and/or similar materials which reference or depict Team's and/or Coach's exclusive use of the Products and may include LSU's logos. Notwithstanding the foregoing, Wilson shall, under no circumstances whatsoever, make any use of LSU's name, marks or logo without the prior written consent and approval of LSU, and such permission shall not be unreasonably withheld.

B. Wilson represents and warrants that it is the owner or otherwise has the legal right to use the name "Wilson," the word "Wilson" and various other trademarks owned or controlled by Wilson or its affiliates (collectively, the "Wilson Marks"). No license or permission to use the Wilson Marks is granted except as provided



under this Agreement. LSU agrees that any goods provided by Wilson under this Agreement will be used in accordance with the Terms of this Agreement and shall not be sold, delivered, or conveyed to any unaffiliated third party, except with the written consent of Wilson.

6. INDEMNIFICATION

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from willful act, fault, omission or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this Agreement provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

7. DEFAULT

A. LSU may declare Wilson in default of this Agreement upon the failure of Wilson to observe or perform any covenant, condition or agreement upon its part to be observed under this Agreement for a period of fifteen (15) days after receipt of written notice from LSU specifying such failure and requesting that it be remedied. If the default be continuing and Wilson has not taken any action reasonably anticipated to cure such default, in addition to any other remedies herein or by laws provided, LSU shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of LSU under this Agreement.

B. Wilson may declare LSU in default of this Agreement upon the failure of LSU to observe or perform any covenant, condition or agreement upon its part to be observed under this Agreement for a period of fifteen (15) days after receipt of written notice from Wilson specifying such failure and requesting that it be remedied. If the default be continuing and LSU has not taken action reasonably anticipated to cure such default, in addition to any other remedies herein or by law provided, Wilson shall have the right, without any further demand or notice, to declare this Agreement terminated and shall have no further obligation to perform any of the obligations of Wilson under this Agreement.

8. TERMINATION

A. In the event that the Team is placed on probation or given a more senior penalty by the NCAA or any conference with which LSU is affiliated during the Term, then Wilson shall have the right to terminate this Agreement upon written notice to LSU.

B. In the event that Coach's conduct (whether on or off the baseball field) shall be deemed by Wilson to be immoral, criminal, offensive or otherwise of such

nature as to bring disrespect to Wilson as a result of its association with Coach pursuant to this Agreement, Wilson shall have the right to terminate this Agreement upon written notice to LSU.

In the event of such termination as described in this Section, University shall be paid pro rata for all services rendered prior to the date of receipt of notice of termination.

9. EXCUSED PERFORMANCE.

In the event that the performance of any terms or provisions of this Agreement (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, storms, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered (collectively a "Force Majeure") with and which, by the exercise of reasonable diligence, said party is unable to prevent, either party may suspend performance of the interfered with obligations (other than the payment of moneys) during the period such interference continues, and extend any due date or deadline for performance by the period of such delay. If a Force Majeure continues for more than 90 days, either party may terminate this Agreement in its entirety after the payment of all moneys due as of the date of termination.

10. NOTICES

All notices required, necessary or desired to be given pursuant to this Agreement shall be in writing and shall be effective upon the date when such notice is hand-delivered to the party who is the intended recipient thereof or, if mailed, three (3) days after such notice shall have been deposited, first class mail, postage prepaid, certified, return receipts requested, in the United States mail and addressed as follows:

If to LSU:

Vice Chancellor for
Finance & Administrative Services & CFO
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, LA 70803

Vice Chancellor and Director of Athletics
Louisiana State University
Athletic Administration Building, 6th Floor
Baton Rouge, LA 70803



If to Wilson:

Wilson Sporting Goods Co.
Attn: Baseball Coordinator
8750 W. Bryn Mawr Ave.
Chicago, IL 60631

With Copy to:

Wilson Sporting Goods Co.
Attn: General Counsel
8750 W. Bryn Mawr Ave.
Chicago, IL 60631

11. ASSIGNMENT.

Wilson shall not assign or permit an assignment by operation of law of this Agreement or any interest hereunder without the prior written consent of LSU, which consent will not be unreasonably withheld or delayed. If such assignment is requested by Wilson and LSU provides its written consent to such assignment, all terms and conditions of this Agreement shall be binding and inure to the any assign of Wilson.

12. REPRESENTATIONS OF AUTHORITY.

By the execution of this Agreement, LSU and Wilson each represents to the other that it is an entity validly existing, duly constituted and in good standing under the law of the jurisdiction in which it was formed and in which it presently conducts business; and that the person signing this Agreement on its behalf has due authorization to do so.

13. NONDISCRIMINATION, EMPLOYMENT AND WAGES.

Wilson agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

14. CONFIDENTIALITY

To the extent permitted by law, the parties agree that they will maintain this Agreement and its terms in confidence except (i) as necessary to perform the

parties' obligation under this Agreement, and (ii) as permitted with the written permission of the other party.

15. NO PARTNERSHIP, ETC.

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between LSU, Coach and Wilson.

16. HEADINGS

Paragraph headings contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement.

17. COUNTERPARTS

This Agreement may be executed in multiple counterparts each of which shall be declared an original.

18. GOVERNING LAW AND VENUE

This Agreement is a Louisiana contract to be interpreted and enforced under and in accordance with the laws of the State of Louisiana. Venue for any action arising with respect to this Agreement shall be the Nineteenth Judicial Court, Parish of East Baton Rouge, Louisiana.

19. RIGHT TO AUDIT

The State Legislative auditor, federal auditors, and internal auditors of the State, or others so designated by the State, shall have the right to audit all accounts directly pertaining to the Agreement for a period of five (5) years after the Agreement expiration or as required by applicable State or Federal Law. Records shall be made available during normal working hours for this purpose.

20. ENTIRE AGREEMENT

This Agreement contains the complete agreement of the parties with reference to the matters addressed herein and may not be amended except by written agreement of the parties hereto. No waiver of any covenant herein shall be construed as a waiver of the covenant itself or of any subsequent breach thereof. The covenants, agreements, stipulations and conditions contained in this Agreement shall bind and insure to the benefit of Wilson and LSU and their respective legal representatives, heirs, successors, and assigns

[Remainder of page intentionally left blank]

WZ

[Signature page for Agreement By and Between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and Wilson Sporting Goods Co.]

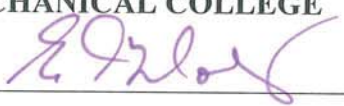
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their signatures, in the presence of the undersigned competent witnesses, to be effective as of the date set forth above.

WITNESSES:


Name: MARK EWING


Name: HEATH PRICIS

**BOARD OF SUPERVISORS OF
LOUISIANA STATE
UNIVERSITY AND
AGRICULTURAL AND
MECHANICAL COLLEGE**

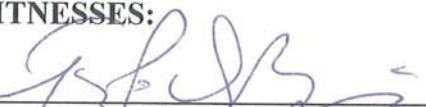
BY: 

Name: Eric N. Monday

Title: Vice Chancellor for
Finance and Administrative
Services & CFO

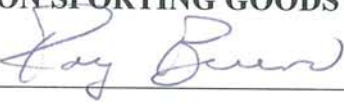
Date: 08/17/11

WITNESSES:


Name: TERENCE P. O'BRIEN


Name: ANDRE PABARUE

WILSON SPORTING GOODS CO.

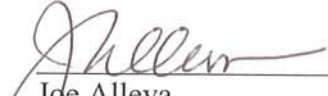
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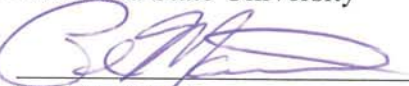
Name: Ray Berens

Title: General Counsel

Date: July 18, 2011

RECOMMENDED BY:


Joe Alleva
Vice Chancellor and Director of Athletics
Louisiana State University


Paul Mainjeri
Head Baseball Coach
Louisiana State University