



June 20, 2013

VIA FEDERAL EXPRESS

Mr. Mark Ewing
Sr. Associate Athletic Director/Business
Louisiana State University
LSU Athletics
N. Stadium Drive
Baton Rouge, LA 70803

RE: LSU/NIKE Amendments

Dear Mark:

Enclosed for your records is one (1) set of fully executed originals of the amendments to the Trademark License Agreement, Sponsorship Agreement and Appearances Agreement between LSU and NIKE USA, Inc.

Best of luck to the Tigers in the years to come.

Sincerely,

Eryn Potempa
Associate General Counsel, Sports Marketing

EP/po
Enclosures: 3



June 12, 2013

Mr. Joe Alleva
Vice Chancellor and Director of Athletics
Louisiana State University
LSU Athletics Administration Building
Nicholson Dr. @ North Stadium Dr.
Baton Rouge, LA 70803

RE: The Trademark License Agreement between the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, on behalf the Athletics Department of the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College ("UNIVERSITY"), and NIKE USA, Inc. ("NIKE"), dated April 18, 2005 (hereafter, the "Trademark License Agreement")

Dear Joe:

NIKE is pleased to have reached agreement with the UNIVERSITY on the extension of our all-sport relationship with the UNIVERSITY. This will serve as the third amendment of the referenced agreement and confirm the extension and the other agreed modifications. Effective as of the full execution of this Amendment, UNIVERSITY and NIKE agree that the Trademark License Agreement is amended as follows:

1. The "Term" shall be for a period of nine (9) "Contract Years" to commence July 1, 2013 and ending June 30, 2022 (the "Extension Period").
2. Effective as of the commencement of the 2014-15 Contract Year, the "BCS Bowl" definition in Paragraph 1(b) shall be deemed replaced with the following new definition:
"College Football Playoff Bowl" shall mean any of the following bowl games (or replacement bowl games) within the format used to determine the "National Championship" and currently consisting of the Chick-fil-A Bowl, Cotton Bowl, Orange Bowl, Sugar Bowl, Fiesta Bowl and Rose Bowl."
3. The "Covered Program" definition in Paragraph 1(f) shall be deemed to include all current intercollegiate athletics programs (i.e., baseball, cheerleading, m/w basketball, football, m/w golf, gymnastics, soccer, softball, m/w swimming & diving, tennis, m/w track & field/cross country and volleyball) and such other replacement or additional varsity intercollegiate athletic programs as may be established from time-to-time during the Extension Period.
4. The "Products" definition in Paragraph 1(k) shall be deemed to include: (a) "smart products" (e.g., fuel bands, etc.), body-worn (or handheld) activity tracking/monitoring devices (e.g., heart rate monitors, pedometers, etc.) and/or performance or fitness improvement and/or activity enhancing electronic or digital devices including, but not limited to, watches (GPS and non-GPS enabled) and performance tracking monitors (collectively, "Fitness Devices"); (b) recovery products (e.g., compression wear, suits, sleeves, tights, hose, footwear, etc.); and (c) Dynamic Athletic Training equipment (e.g., parachutes, power bands, agility webs, speed ladders, power and quick react balls, etc.).
5. The following shall be deemed added to the definitions set forth in Paragraph 1 as subparagraphs 1(r) and 1(s) respectively:
 - (r) "Digital Features" shall mean digital content or applications whether or not used in conjunction with a NIKE Product (e.g., an add-on Nike+ or a mobile device application), designed to improve, encourage, support or inspire performance, fitness and/or activity.
 - (s) "Activity Based Information" shall mean performance and/or activity information/data digitally collected from the Teams or Team members during competition, training or

other activities, including, but not limited to, speed, distance, vertical leap height, maximum time aloft, shot attempts, ball possession, heart rate, running route, etc.

6. NIKE is granted the non-exclusive right to utilize (subject to the approval and other provisions of the Trademark License Agreement and all applicable NCAA rules and regulations) the UNIVERSITY Marks, the Coach Properties, the Designations and/or Activity Based Information in Digital Features, worldwide, in any media now known or hereafter created (including, without limitation, the Internet and mobile technologies) in connection with the manufacture, advertising, marketing, promotion and sale of NIKE Products and Digital Features.
7. During the Extension Period, the product consideration (i.e., annual "Supplied Product Limit") tables set forth in Paragraph 4 of the Trademark License Agreement shall be deemed replaced with the following:

Contract Year 1 (2013-14)	\$3,100,000*
Contract Year 2 (2014-15)	\$3,200,000
Contract Year 3 (2015-16)	\$3,200,000
Contract Year 4 (2016-17)	\$3,300,000
Contract Year 5 (2017-18)	\$3,300,000
Contract Year 6 (2018-19)	\$3,400,000
Contract Year 7 (2019-20)	\$3,400,000
Contract Year 8 (2020-21)	\$3,500,000
Contract Year 9 (2021-22)	\$3,500,000

* All amounts valued at retail.

Notwithstanding the foregoing, UNIVERSITY shall be permitted a maximum of \$200,000 (retail value) in carry-over of unordered annual Supplied Product Limit from one Contract Year to the immediately subsequent Contract Year, provided that it confirms in writing such desire (and the intended amount of carryover) by no later than April 1 of the Contract Year prior to the Contract Year in which the carry-over will apply. Any unordered annual Supplied Product Limit not carried over or, if carried over, not used in the immediately subsequent Contract Year, shall be forfeited.

For avoidance of doubt, the parties acknowledge that (a) the above annual Supplied Product Limits are intended to be all-inclusive of NIKE product consideration provided under this Agreement including, but not limited to, product that may be ordered through NIKE's Elite Client Services (formerly known as "NIKE by Mail" program), and product which may be ordered for use in connection with camps, clinics, etc., and shall be subject to allocation in the sole discretion of the Director of Athletics; and (b) UNIVERSITY shall continue to be entitled to order football shoes and gloves respectively on a "2 for 1" and "1 for 1" basis otherwise in accordance with Paragraph 4.

8. With respect to Paragraph 10(a), NIKE shall have an exclusive right of first negotiation up to July 1, 2021 (the "Exclusive Negotiating End Date"), and prior to such date UNIVERSITY shall have no right to engage in negotiations with any third-party (or issue a Request For Proposal) with respect to any product supply rights or Teams covered by the Trademark License Agreement. If by the Exclusive Negotiating End Date UNIVERSITY and NIKE have not agreed upon terms of renewal or extension of the Trademark License Agreement, NIKE shall continue to have a right of first refusal in accordance with the process set forth in Paragraph 10(b) of the Trademark License Agreement (except that the proviso therein with respect to the exercise of the now moot extension option shall be of no force or effect).
9. For avoidance of doubt, the parties acknowledge that (a) that UNIVERSITY shall have the continued right to use such Dynamic Athletic Training equipment, and Fitness Devices, as it currently has on-hand and that the NIKE brand of such products shall be phased-in as UNIVERSITY needs to replace currently used product; and (b) nothing herein prohibits UNIVERSITY, Coach, Staff or Teams from engaging any personal trainer, using any training facility/fitness club, equipment, Fitness Device or following any training program or regiment of its/their choice, provided none of the foregoing in this subparagraph are associated with a footwear or apparel brand.

Except as modified by this Amendment, all defined terms used within this Amendment shall have the same meaning ascribed to them under the Trademark License Agreement, all other terms and conditions of the Trademark License Agreement shall remain in full force and effect, and all rights and obligations under this

Amendment shall be exercised consistent with the Trademark License Agreement. If UNIVERSITY is in agreement with the terms of this Amendment, please so indicate by due execution of this Amendment and return of same to me for counter-signature on behalf of NIKE.

NIKE is happy to have reached this new agreement and looks forward to the continued mutual benefits of this key relationship.

Sincerely,



Kim Morris
Sr. Director, College Sports Marketing

AGREED:

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

By: Robert Kuhn 6/12/13
L. Robert Kuhn

Its: Interim Vice Chancellor and CFO
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: Joe Allewa
Joe Allewa
Its: Vice Chancellor and Director of Athletics

Fed. Id. No.: 72-6000848

AGREED:

NIKE USA, Inc.

By: Tommy Kain
Tommy Kain
Its: Vice President, North America Sports Marketing

By: Gary D. Way
Gary D. Way
Its: Global Counsel, Sports Marketing

Dated: June 14, 2013



June 12, 2013

Mr. Joe Allewa
Vice Chancellor and Director of Athletics
Louisiana State University
LSU Athletics Administration Building
Nicholson Dr. @ North Stadium Dr.
Baton Rouge, LA 70803

RE: The Sponsorship Agreement between the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, on behalf the Athletics Department of the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College ("UNIVERSITY"), and NIKE USA, Inc. ("NIKE"), dated April 18, 2005 (hereafter, the "Sponsorship Agreement")

Dear Joe:

NIKE is pleased to have reached agreement with the UNIVERSITY on the extension of our all-sport relationship with the UNIVERSITY. This will serve as the second amendment of the referenced agreement and confirm the extension and the other agreed modifications. Effective as of the full execution of this Amendment, UNIVERSITY and NIKE agree that the Sponsorship Agreement is amended as follows:

1. The "Term" shall be for a period of nine (9) "Contract Years" to commence July 1, 2013 and ending June 30, 2022 (the "Extension Period").
2. During the Extension Period, the annual sponsorship fee set forth in Paragraph 6(a) of the Sponsorship Agreement shall be One Million Dollars (\$1,000,000) per Contract Year. The Additional Fees set forth in Paragraph 6(b) shall be deleted except that NIKE remains obligated to pay UNIVERSITY an Additional Fee of Fifty Thousand Dollars (\$50,000) for each BCS National Championship won during the Extension Period.
3. With respect to Paragraph 9(a), NIKE shall have an exclusive right of first negotiation up to July 1, 2021 (the "Exclusive Negotiating End Date"), and prior to such date UNIVERSITY shall have no right to engage in negotiations with any third-party (or issue a Request For Proposal) with respect to any rights covered by the Sponsorship Agreement. If by the Exclusive Negotiating End Date UNIVERSITY and NIKE have not agreed upon terms of renewal or extension of the Sponsorship Agreement, NIKE shall continue to have a right of first refusal in accordance with the process set forth in Paragraph 9(b) of the Sponsorship Agreement (except that the proviso therein with respect to the exercise of the now moot extension option shall be of no force or effect).

Except as modified by this Amendment, all defined terms used within this Amendment shall have the same meaning ascribed to them under the Sponsorship Agreement, all other terms and conditions of the Sponsorship Agreement shall remain in full force and effect, and all rights and obligations under this Amendment shall be exercised consistent with the Sponsorship Agreement. If UNIVERSITY is in agreement with the terms of this Amendment, please so indicate by due execution of this Amendment and return of same to me for counter-signature on behalf of NIKE.

NIKE is happy to have reached this new agreement and looks forward to the continued mutual benefits of this key relationship.

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Board of Supervisors of
Louisiana State University and
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By: Robert Kuhn 6/12/13
L. Robert Kuhn

Its: Interim Vice Chancellor and CFO
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: Joe Alleva
Joe Alleva

Its: Vice Chancellor and Director of Athletics

Fed. Id. No.: 72-6000848

AGREED:

NIKE USA, Inc.

By: Tommy Kain
Tommy Kain

Its: Vice President, North America Sports Marketing

By: Gary D. Way
Gary D. Way

Its: Global Counsel, Sports Marketing

Dated: JUNE 14, 2013



June 12, 2013

Mr. Joe Alleva
Vice Chancellor and Director of Athletics
Louisiana State University
LSU Athletics Administration Building
Nicholson Dr. @ North Stadium Dr.
Baton Rouge, LA 70803

RE: The Appearances Agreement between the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College, on behalf the Athletics Department of the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College ("UNIVERSITY"), and NIKE USA, Inc. ("NIKE"), dated April 18, 2005 (hereafter, the "Appearances Agreement")

Dear Joe:

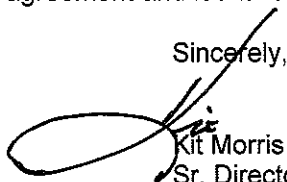
NIKE is pleased to have reached agreement with the UNIVERSITY on the extension of our all-sport relationship with the UNIVERSITY. This will serve as the second amendment of the referenced agreement and confirm the extension.

Effective as of the full execution of this Amendment, UNIVERSITY and NIKE agree that the Appearances Agreement is amended such that the "Term" shall be for a period of nine (9) "Contract Years" to commence July 1, 2013 and ending June 30, 2022 (the "Extension Period").

Except as modified by this Amendment, all defined terms used within this Amendment shall have the same meaning ascribed to them under the Appearances Agreement, all other terms and conditions of the Appearances Agreement shall remain in full force and effect, and all rights and obligations under this Amendment shall be exercised consistent with the Appearances Agreement. If UNIVERSITY is in agreement with the terms of this Amendment, please so indicate by due execution of this Amendment and return of same to me for counter-signature on behalf of NIKE.

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Sincerely,



Kit Morris
Sr. Director, College Sports Marketing

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Board of Supervisors of
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By: Robert Kuhn 6/12/13
L. Robert Kuhn

Its: Interim Vice Chancellor and CFO
Finance and Administrative Services
Louisiana State University and
Agricultural and Mechanical College

By: Joe Alleva
Joe Alleva
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NIKE USA, Inc.

By: Tommy Kain
Tommy Kain
Its: Vice President, North America Sports Marketing

By: Gary D. Way
Gary D. Way
Its: Global Counsel, Sports Marketing

Dated: June 14, 2013

AMENDMENT TO THE LSU-NIKE TRADEMARK LICENSE AGREEMENT

This shall confirm the agreement to extend and amend the Trademark License Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), on behalf of the Athletics Department of the Louisiana State University and Agricultural and Mechanical College ("UNIVERSITY"), and NIKE USA, Inc. ("NIKE"), dated April 18, 2005 (the "Trademark License Agreement"). The parties hereby agree to amend the Trademark License Agreement, effective upon execution hereof, as follows:

1. Paragraph 1(f) of the Trademark License Agreement is deemed deleted and replaced in its entirety as follows effective as of the 2008-09 Contract Year:

""Covered Program(s)" shall mean the following NCAA Division I intercollegiate athletic programs that are fielded by UNIVERSITY: baseball, cheerleading, basketball (men's and women's); football; golf (men's and women's); gymnastics; soccer; softball; swimming & diving; tennis (men's and women's); track & field/cross country (men's and women's); and volleyball."

2. Paragraph 2 of the Trademark License Agreement is deemed deleted and replaced in its entirety as follows:

"TERM.

This Trademark License Agreement shall remain in full force and effect for a period of six (6) Contract Years, from July 1, 2008 through June 30, 2014 (or until June 30, 2015 (the "Option Year") if NIKE elects to extend this Agreement by sending written notice to UNIVERSITY by not later than December 31, 2013) unless sooner terminated in accordance with the terms and conditions hereof (the "Term")."

3. Paragraph 3(b) of the Trademark License Agreement is deemed deleted and replaced in its entirety as follows:

"(b) NIKE acknowledges that UNIVERSITY is party to pre-existing licenses with respect to certain Products used by the following Covered Programs in Covered Program Activities: baseball; golf (men's and women's); gymnastics; soccer; softball; swimming & diving; tennis (men's and women's); and volleyball.

UNIVERSITY represents and warrants that set forth on Exhibit A hereto is a true and complete list of each company with whom UNIVERSITY has such an agreement, the program covered by each agreement, the supplied product and the expiration date of such contract. The parties hereto agree that upon the expiration of each such contract, the subject Products, program (and any Coach thereof, subject to expiration of any relevant personal services agreement) shall be deemed subject to all terms and conditions of this Trademark License Agreement for the balance of the Term provided NIKE

matches the cash and product consideration that UNIVERSITY had then been receiving from such third-party under the pre-existing contract between the parties."

4. The product tables set forth in Paragraphs 4(a)(1)(i), 4(a)(1)(ii), and 4(a)(2) of the Trademark License Agreement are deemed deleted and replaced in their entirety respectively as follows effective as of the 2008-09 Contract Year:

SUPPLY PRODUCT LIMIT

CY1 ('08-'09)	\$1,025,000 (wholesale) + \$187,000 (retail)
CY2 ('09-'10)	\$1,075,000 (wholesale) + \$187,000 (retail)
CY3 ('10-'11)	\$1,225,000 (wholesale) + \$187,000 (retail)
CY4 ('11-'12)	\$1,275,000 (wholesale) + \$187,000 (retail)
CY5 ('12-'13)	\$1,275,000 (wholesale) + \$187,000 (retail)
CY6 ('13-'14)	\$1,325,000 (wholesale) + \$187,000 (retail)
OY1 ('14-'15)	\$1,325,000 (wholesale) + \$187,000 (retail)

Such Product allotment to be allocated among Covered Programs at UNIVERSITY's discretion.

CAMP PRODUCT

CY1 ('08-'09)	\$62,500 (wholesale)
CY2 ('09-'10)	\$62,500 (wholesale)
CY3 ('10-'11)	\$62,500 (wholesale)
CY4 ('11-'12)	\$62,500 (wholesale)
CY5 ('12-'13)	\$62,500 (wholesale)
CY6 ('13-'14)	\$62,500 (wholesale)
OY1 ('14-'15)	\$62,500 (wholesale)

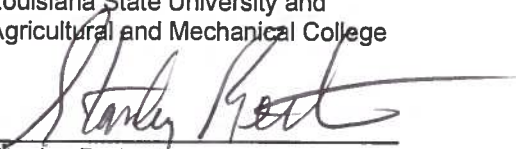
Such Product allotment to be allocated among Covered Programs at UNIVERSITY's discretion.

5. Paragraph 10(a) of the Trademark License Agreement is deemed amended to provide that the NIKE negotiations request deadline date (the "First Dealing Request Deadline"), and the Exclusive Negotiating End Date (i.e., July 1, 2007 and November 11, 2007 respectively) shall be deemed deleted and replaced respectively with the new First Dealing Request Deadline and Exclusive Negotiating End Date of July 1, 2013 and November 11, 2013. Notwithstanding the foregoing, if NIKE exercises the 1-year extension option under Paragraph 2 of this Trademark License Agreement, the First Dealing Request Deadline and Exclusive Negotiating End Date shall be July 1, 2014 and November 11, 2014 respectively.

Except as modified by this Amendment, all capitalized words used and not otherwise defined herein shall have the meanings ascribed to them in the Trademark License Agreement, all other terms and conditions of the Trademark License Agreement shall remain in full force and effect and all rights and obligations thereunder shall be exercised consistent therewith.

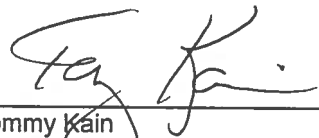
Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

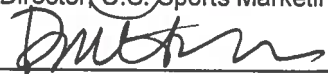
By: 
Dr. Jerry J. Baudin
Its: Vice Chancellor,
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: 
Stanley Bertman
Its: Director of Athletics

Federal I.D. No.: 72-6000848

NIKE USA, Inc.

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

By: 
Peter H. Koehler, Jr.
Its: Regional Counsel, U.S.A. Region

Dated: 4-27-08

EXHIBIT A
Pre-existing Contracts

PROGRAM	SUPPLIED PRODUCT	SPONSOR NAME	CONTRACT EXPIRATION
Baseball	bats, batter's gloves, ball gloves, wristbands, safety balls, catchers protective gear, batting helmets and accessories	Easton	December 31, 2011
Baseball	Caps	New Era	August 31, 2011
Baseball	Uniforms	Russell	December 31, 2010
Golf			
Gymnastics			
Soccer			
Softball	Equipment	Easton	November 30, 2009
Softball	Spikes, shoes, & apparel	Mizuno	August 31, 2009
Swimming & Diving			
Tennis			
Volleyball	Uniforms	Mizuno	December 31, 2009
Volleyball	Equipment	Molten	June 30, 2009

AMENDMENT TO THE LSU-NIKE SPONSORSHIP AGREEMENT

This shall confirm the agreement to extend and amend the Sponsorship Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), on behalf of the Athletics Department of the Louisiana State University and Agricultural and Mechanical College ("UNIVERSITY"), and NIKE USA, Inc. ("NIKE"), dated April 18, 2005 (the "Sponsorship Agreement"). The parties hereby agree to amend the Sponsorship Agreement, effective upon execution hereof, as follows:

1. Paragraph 2 of the Sponsorship Agreement is deemed deleted and replaced in its entirety as follows:

"TERM.

This Sponsorship Agreement shall remain in full force and effect for a period of six (6) Contract Years, from July 1, 2008 through June 30, 2014 (or until June 30, 2015 (the "Option Year") if NIKE elects to extend this Agreement by sending written notice to UNIVERSITY by not later than December 31, 2014) unless sooner terminated in accordance with the terms and conditions hereof (the "Term")."

2. Paragraphs 6(a), (b) and (c) of the Sponsorship Agreement are deemed deleted and replaced in their entirety as follows:

- (a) **Sponsorship Fee.** Commencing as of the 2008-09 Contract Year, each Contract Year, as consideration for the sponsorship rights granted under this Sponsorship Agreement, NIKE shall pay to UNIVERSITY (subject to Paragraphs 7, 10, and 12 below) an annual Sponsorship Fee in the amount set opposite the indicated Contract Year. The annual Sponsorship Fee shall be paid in two (2) semi-annual installments to be made on July 1 and January 1 of each Contract Year.

CY1 ('08-'09)	\$350,000
CY2 ('09-'10)	\$250,000
CY3 ('10-'11)	\$250,000
CY4 ('11-'12)	\$300,000
CY5 ('12-'13)	\$300,000
CY6 ('13-'14)	\$300,000
OY ('14-'15)	\$300,000

- (b) **Additional Fees.** In the event that any of the below-indicated teams any of the following performances during any Contract Year, NIKE shall pay UNIVERSITY the respective Additional Fee(s) indicated below (and which amounts shall be cumulative unless otherwise indicated) within thirty (30) days of NIKE's receipt of written verification from UNIVERSITY that the relevant performance has been achieved:

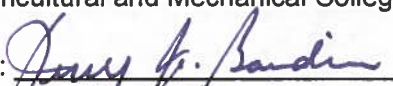
Football Team	
Plays in SEC Championship Game	\$ 5,000
Wins SEC Championship Game	\$10,000
Plays in a BCS Bowl Game	\$10,000
Plays in BCS Championship Game	\$30,000
Wins BCS National Championship	\$50,000

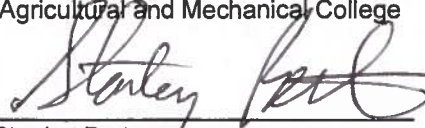
Basketball	Women's	Men's
NCAA Tournament Participant	\$ 2,500*	\$ 2,500*
NCAA Sweet Sixteen Participant	\$ 5,000*	\$ 5,000*
NCAA Elite Eight Participant	\$ 7,500*	\$ 7,500*
NCAA Final Four Participant	\$10,000*	\$10,000*
Wins NCAA Championship	\$30,000*	\$30,000*
Track & Field		
NCAA 4th Place team	\$ 500*	
NCAA 3rd Place team	\$ 1,000*	
NCAA 2nd Place team	\$ 3,000*	
NCAA 1st Place team	\$ 5,000*	
* These bonuses are non-cumulative; the amount to be paid will be for the highest level achieved.		

- (c) Summer Internship. Each summer during the Term, NIKE shall fund a paid internship, to be served at NIKE's World Headquarters, for one undergraduate to be selected by UNIVERSITY in consultation with NIKE."
3. Paragraph 9(a) of the Sponsorship Agreement is deemed amended to provide that the NIKE negotiations request deadline date (the "First Dealing Request Deadline"), and the Exclusive Negotiating End Date (i.e., July 1, 2007 and November 11, 2007 respectively) shall be deemed deleted and replaced respectively with the new First Dealing Request Deadline and Exclusive Negotiating End Date of July 1, 2013 and November 11, 2013. Notwithstanding the foregoing, if NIKE exercises the 1-year extension option under Paragraph 2 of this Sponsorship Agreement, the First Dealing Request Deadline and Exclusive Negotiating End Date shall be July 1, 2014 and November 11, 2014 respectively.

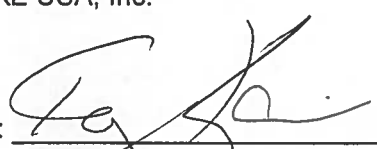
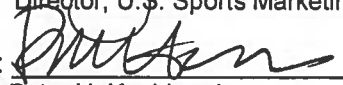
Except as modified by this Amendment, all capitalized words used and not otherwise defined herein shall have the meanings ascribed to them in the Sponsorship Agreement, all other terms and conditions of the Sponsorship Agreement shall remain in full force and effect and all rights and obligations thereunder shall be exercised consistent therewith.

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

By: 
Dr. Jerry J. Baudin
Its: Vice Chancellor,
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: 
Stanley Bertman
Its: Director of Athletics

NIKE USA, Inc.

By: 
Tommy Kahn
Its: Director, U.S. Sports Marketing
By: 
Peter H. Koehler, Jr.
Its: Regional Counsel, U.S.A. Region

Dated: 407.08

Federal I.D. No.: 72-6000848

AMENDMENT TO THE LSU-NIKE APPEARANCES AGREEMENT

This shall confirm the agreement to extend and amend the Appearances Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), on behalf of the Athletics Department of the Louisiana State University and Agricultural and Mechanical College ("UNIVERSITY"), and NIKE USA, Inc. ("NIKE"), dated April 18, 2005 (the "Appearances Agreement"). The parties hereby agree to amend the Appearances Agreement, effective upon execution hereof, as follows:

1. Paragraph 2 of the Appearances Agreement is deemed deleted and replaced in its entirety as follows:

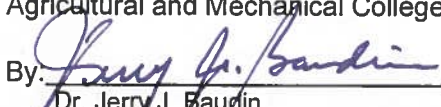
"TERM.

This Appearances Agreement shall remain in full force and effect for a period of six (6) Contract Years, from July 1, 2008 through June 30, 2014 (or until June 30, 2015 (the "Option Year") if NIKE elects to extend this Agreement by sending written notice to UNIVERSITY by not later than December 31, 2014) unless sooner terminated in accordance with the terms and conditions hereof (the "Term")."

2. Effective as of the 2008-09 Contract Year, Paragraph 3 of the Appearances Agreement is deemed amended to provide that the Coach of each of the following newly added Covered Programs, if requested by NIKE, shall make himself/herself available for one (1) personal appearance per Contract Year: golf (men's and women's); gymnastics; soccer; softball; swimming & diving; tennis (men's and women's); and volleyball.

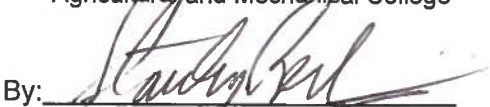
Except as modified by this Amendment, all capitalized words used and not otherwise defined herein shall have the meanings ascribed to them in the Appearances Agreement, all other terms and conditions of the Appearances Agreement shall remain in full force and effect and all rights and obligations thereunder shall be exercised consistent therewith.

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

By: 

Dr. Jerry J. Baudin

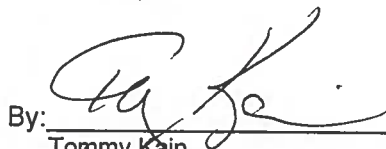
Its: Vice Chancellor,
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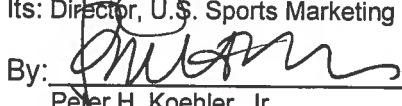
Its: Director of Athletics

NIKE USA, Inc.

By: 

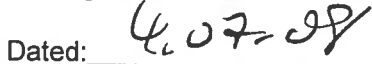
Tommy Kain

Its: Director, U.S. Sports Marketing

By: 

Peter H. Koehler, Jr.

Its: Regional Counsel, U.S.A. Region

Dated: 

LSU-NIKE TRADEMARK LICENSE AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), on behalf of the Athletics Department of the Louisiana State University and Agricultural and Mechanical College (hereinafter "UNIVERSITY"), having its principal offices at PO Box 25095, Baton Rouge, Louisiana 70894-5095, and NIKE USA, Inc. ("NIKE"), having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453.

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) and owns all right, title and interest in and to the names, nicknames, mascots, characters, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY or its intercollegiate athletic programs; and

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

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 Trademark License Agreement, the terms set forth below shall be defined as follows:

- (a) "Athletics Department" shall mean UNIVERSITY's Athletics Department.
- (b) "BCS Bowl" shall mean any of the following bowl games among which is rotated the game designated as the "National Championship" title game, and such additional or replacement bowl games as may be established and included in the coalition: the Orange; Sugar; Fiesta; or Rose Bowl.
- (c) "Coach" shall mean an individual employed during the term of this Trademark License Agreement to act as a head coach of a Covered Program.
- (d) "Conference" shall mean the Southeastern Conference and such other intercollegiate athletic conferences of which UNIVERSITY is a member.
- (e) "Contract Year" shall mean each consecutive twelve (12) month period from July 1 through June 30 during the Term of this Trademark License Agreement.
- (f) "Covered Program(s)" shall mean the following NCAA Division I intercollegiate athletic programs that are fielded by UNIVERSITY: baseball; cheerleading; basketball (men's and women's); football; and track & field/cross country (men's and women's).
- (g) "Flagship Program(s)" shall mean the following Covered Programs: football; men's basketball; women's basketball; and track & field.
- (h) "Covered Program Activities" shall mean official Team practices, games, exhibitions (including during locker room activities), clinics and/or sports camps (that receive UNIVERSITY resources, e.g., playing field/court use, on-campus

lodging, dining hall privileges), locker room and/or sideline/courtside celebrations and/or presentations, and other official or UNIVERSITY sanctioned activities (including but not limited to photo sessions and interviews) during which Team members, Coaches and Staff wear and/or use Products.

- (i) "NCAA" shall mean the National Collegiate Athletic Association.
- (j) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent company NIKE, Inc., their licensees, distributors, subsidiaries and any successor company.
- (k) "Products" shall mean:
 - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in Covered Program Activities;
 - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, practicewear, thermal wear and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in a Covered Program activity (but subject to exemption as may be required pursuant to pre-existing product supply agreements with third parties, e.g., uniforms used by the baseball program and cheerleading, and as set forth in Paragraph 3(b) below);
 - (3) all other apparel articles of an athletic or athleisure nature including but not limited to polo shirts, tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear (other than protective headwear), headbands, wristbands, bags, socks, hand-towels, receiver's and linemen's gloves, weight training gloves, elbow and knee pads that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in Covered Program Activities;
 - (4) footballs, men's basketballs, and women's basketballs; and
 - (5) non-prescription sunglasses, and protective and performance eyewear when available (but subject to exemption as may be required pursuant to pre-existing product supply agreements with third parties, e.g., eyewear used by the baseball program, and as set forth in Paragraph 3(b) below), that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in Covered Program Activities.
- (l) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Basketball Player Silhouette ("Jumpman") Design or any other trademarks or brands (e.g., Brand Jordan, Sports Specialties, SPL.28) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
- (m) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ballpersons,

basketball stat crews, etc.) employed by UNIVERSITY during the term of this Trademark License Agreement to provide services to any Covered Program.

- (n) "Team" shall mean that group of athletes attending the campus of UNIVERSITY during the Term of this Trademark License Agreement and comprising the roster of each Covered Program.
- (o) "Licensed Marks" shall mean the identifications Louisiana State University, the nickname "Tigers" and all other names, nicknames, mascots, identifications, trademarks, service marks, logographics and/or symbols, and any other recognized symbols associated with the Athletics Department.
- (p) "Licensed Products" shall mean (1) any Authentic Competition Apparel sold at retail that bear the Licensed Marks, and (2) "Replica Product" which shall mean Products sold at retail that bear the Licensed Marks and are facsimiles of Authentic Competition Apparel produced in less costly manners such as use of less expensive fabrics, construction and embellishment processes (e.g., replica football game jerseys).
- (q) "Net Sales" shall mean the total gross invoice amounts of the Licensed Products billed customers or payments received, whichever is greater, including the royalty amount, less lawful quantity discounts actually allowed and taken as such by customers and shown on the invoice, less any credits for returns actually made as supported by credit memoranda issued to customers, and less sales taxes and prepared transportation charges on Licensed Products if shipped by NIKE.

2. TERM.

This Trademark License Agreement shall remain in full force and effect for a period of four (4) Contract Years, from July 1, 2004 through June 30, 2008, unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). This Trademark License Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

3. GRANT OF RIGHTS, PRE-EXISTING CONTRACTS.

- (a) UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts during the Term:
 - (1) The right to manufacture NIKE Product bearing or incorporating Licensed Marks for distribution and use by the Covered Programs; and
 - (2) The right to manufacture Licensed Products, and to sell such product worldwide at retail subject to payment of royalties thereon in accordance with Paragraph 6(b) below.
- (b) NIKE acknowledges that UNIVERSITY is party to pre-existing licenses with respect to certain Products used by the following Covered Programs in Covered Program Activities: _____

UNIVERSITY represents and warrants that set forth on Exhibit A hereto is a true and complete list of each company with whom UNIVERSITY has such an agreement, the program covered by each agreement, the supplied product and the expiration date of such contract. The parties hereto agree that upon the expiration of each such contract, the subject Products, program (and any Coach thereof,

subject to expiration of any relevant personal services agreement) shall be deemed subject to all terms and conditions of this Trademark License Agreement for the balance of the Term provided NIKE matches the cash and product consideration that UNIVERSITY had then been receiving from such third-party under the pre-existing contract between the parties.

4. NIKE PRODUCT CONSIDERATION, ORDERING & LOGO USE ON PRODUCT.

- (a) (1) (i) In consideration for the rights granted under this Trademark License Agreement, each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE the below-indicated amounts of mutually determined sport-appropriate NIKE Product for use by (or in connection with) the Covered Programs. The aggregate wholesale value of supplied product that UNIVERSITY may order, for each Covered Program for each Contract Year shall be as set forth in the table below (each, an annual "Supplied Product Limit"):

	Football	Men's Basketball	Women's Basketball	T&F / XC	Baseball
CY1 ('04-'05)	\$200,000	\$40,000	\$40,000	\$85,000	\$21,000
CY2 ('05-'06)	\$200,000	\$40,000	\$40,000	\$85,000	\$21,000
CY3 ('06-'07)	\$200,000	\$40,000	\$40,000	\$85,000	\$21,000
CY4 ('07-'08)	\$200,000	\$40,000	\$40,000	\$85,000	\$21,000

In addition to any Product ordered for the football program pursuant to the foregoing, NIKE shall provide UNIVERSITY with 100 pairs of football shoes for each post-season bowl in which the football team participates.

- (ii) In addition to the foregoing, each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE, (aa) the below-indicated amounts of mutually determined sport-appropriate NIKE Product for use by (or in connection with) sports camps associated with Covered Programs. The Coach shall be obligated by UNIVERSITY to distribute these Products on behalf of UNIVERSITY at sports camps conducted by Coach or UNIVERSITY. The aggregate wholesale value of supplied product that UNIVERSITY may order for each such camp for each Contract Year shall be as set forth in the table below:

	Football	Men's Basketball	Women's Basketball	T&F / XC	Baseball
CY1 ('04-'05)	\$12,500	\$5,000	\$4,000	N/A	\$10,500
CY2 ('05-'06)	\$12,500	\$5,000	\$4,000	N/A	\$10,500
CY3 ('06-'07)	\$12,500	\$5,000	\$4,000	N/A	\$10,500
CY4 ('07-'08)	\$12,500	\$5,000	\$4,000	N/A	\$10,500

(bb) Shall be entitled to order directly from NIKE Five Thousand Dollars (\$5,000) (wholesale value) of NIKE Products for use by the cheerleading and dance teams.

The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Paragraph shall be mutually determined by NIKE and UNIVERSITY for each such Contract Year. In the event UNIVERSITY in any Contract Year wishes to purchase additional items of NIKE Product it may do so through its normal bidding process from NIKE dealers to the extent permitted by the Louisiana Procurement Code, or UNIVERSITY may direct from NIKE order and purchase such additional quantities of NIKE Products at NIKE's published wholesale prices (or on terms as otherwise provided under Paragraph (a)(1)(iii) below, and subject to NIKE's standard sales terms and conditions) for those or comparable Products, subject to availability. In addition, each such Contract Year UNIVERSITY shall be permitted to order from NIKE other NIKE Products for use by any Intercollegiate Athletic Program(s) at NIKE's published wholesale price subject to availability and NIKE's standard sales terms and conditions. In no event shall UNIVERSITY purchase for use by the Covered Programs, Coaches or Staff any Products (including footwear and core basic apparel – e.g., t-shirts, shorts, fleece and socks) from any third-party without approval from the relevant NIKE category field representative. All Product to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's head Equipment Manager shall be filled by NIKE.

- (iii) (aa) Each Contract Year and provided UNIVERSITY has then ordered at least 300 pairs of football shoes for such year, UNIVERSITY shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for use by the Team. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if for the 2004 Season UNIVERSITY has placed an initial order for 300 pairs of football shoes and to be credited against its annual Supplied Product Limit, then places a subsequent single purchase order that season for an additional 150 pairs of football shoes—UNIVERSITY would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.) (bb) In addition, each Contract Year and provided UNIVERSITY has then ordered at least 500 pairs of football gloves for such year, UNIVERSITY shall be entitled to order direct from NIKE, on a "1 for 1" basis, additional football gloves for use by the Team. For purposes of this paragraph, "1 for 1" shall mean that for every pair of football gloves, purchased from NIKE, UNIVERSITY shall receive from NIKE, free of charge, one (1) pair of football gloves. (By way of example illustrating the foregoing, if for the 2004 Season UNIVERSITY has placed an initial order for 500 pairs of gloves and to be credited against its annual Supplied Product Limit, then places a subsequent single purchase order that season for an additional 100 pairs of gloves—UNIVERSITY would pay published wholesale price for 50 pairs, and would receive 50 pairs free of charge.) The exact quantities, models, styles and delivery dates for such Products shall otherwise be mutually determined by the parties.
- (iv) UNIVERSITY acknowledges that annual product allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the regular season for each Covered Program and that annual allotments

must typically be ordered 9-12 months in advance of each season to ensure timely delivery. Provided UNIVERSITY places all its orders by the October 1 preceding any Contract Year, the annual product allotment for each Covered Program shall be delivered to UNIVERSITY by the following dates during such Contract Year:

Football	August 1
Men's/Women's Basketball	October 1
All other Fall Athletic Programs	September 1
All Spring Athletic Programs	
Basics	September 1
Uniforms	December 1

Notwithstanding the foregoing, however, if approved by UNIVERSITY (such approval not to be unreasonably withheld), certain products within a Covered Program's product allotment may be delivered later than the date specified above, depending on their date of actual use, furthermore, UNIVERSITY acknowledges that, once apparel ordering deadlines have been met, product delivery may be staggered in accordance with a mutually agreed priority schedule. (By way of example, with respect to football product, footwear and practice wear would be delivered by July 1st, game uniforms by photo day, and cold weather wear by October 1st.)

- (2) Each Contract Year, in further consideration for the rights granted under this Trademark License Agreement, UNIVERSITY shall be entitled to order, up to the aggregate dollar amounts (retail value) as set forth in the table below to be allocated at UNIVERSITY's discretion for the use of Coach and designated coaching staff members in accordance with this Trademark License Agreement.

	Football	Men's Basketball	Women's Basketball	T&F / XC	Baseball
CY1 ('04-'05)	\$25,000	\$10,000	\$10,000	\$4,000	\$6,000
CY2 ('05-'06)	\$25,000	\$10,000	\$10,000	\$4,000	\$6,000
CY3 ('06-'07)	\$25,000	\$10,000	\$10,000	\$4,000	\$6,000
CY4 ('07-'08)	\$25,000	\$10,000	\$10,000	\$4,000	\$6,000

In addition to the foregoing, each Contract Year, in further consideration for the rights granted under this Trademark License Agreement, UNIVERSITY, shall be entitled to collectively order, up to Sixty-Two Thousand Five Hundred Dollars (\$62,500) (retail value) to be allocated at UNIVERSITY's discretion for the use of the Director of Athletics and designated non-coaching staff.

All NIKE Product must be ordered through the "NIKE by Mail" program and subject to procedures established by NIKE for such purpose. No carry-over of unordered annual allotments of merchandise from one Contract Year to another shall be allowed. NIKE shall provide to UNIVERSITY and/or Athletics Department members, as applicable, such documentation as may be required with regard to such orders to facilitate the UNIVERSITY and such individuals' compliance with federal and state tax laws.

To the extent permitted under the laws of the State of Louisiana, UNIVERSITY specifically waives, only as against NIKE, all express warranties, and implied warranties of merchantability and fitness for a particular purpose.

- (b) UNIVERSITY acknowledges that the placement of the NIKE logo, as it is currently permitted by the NCAA and now placed by NIKE (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Trademark License Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Trademark License Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on product as such logo now appears and is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Rule 12.5.5. Notwithstanding anything contained in this subparagraph, UNIVERSITY further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules.

5. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UNIVERSITY shall make NIKE Products available on an exclusive basis to each Covered Program to be worn and/or used by Team members, Coaches and Staff during Covered Program Activities. UNIVERSITY shall require all such Coaches and Team and Staff to wear and/or use exclusively NIKE Products (as provided above) during such activities. Notwithstanding the foregoing, (i) NIKE acknowledges that the wear and/or use of certain NIKE Products by certain Covered Programs is subject to the provisions of Paragraph 3(b) above (e.g., uniforms and eyewear used by the baseball program), and (ii) 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. NIKE further agrees to work with any Team member experiencing problems in connection with fit or performance of NIKE footwear.
- (b) UNIVERSITY shall ensure that during Covered Program Activities no Team member, Coach or Staff member shall (and outside of Covered Program activities, UNIVERSITY shall otherwise use reasonable efforts to 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 to resemble a non-NIKE Product; or
 - (2) Wear any non-NIKE Products which have been altered to resemble NIKE Products.
- (c) UNIVERSITY acknowledges that "polishing-out", "spatting" or otherwise taping, so as to cover or obscure any portion of any NIKE logo, the NIKE athletic shoes worn by members of the Teams during Covered Program Activities during which Team members wear athletic shoes, is inconsistent with the purpose of this Trademark

License Agreement and the benefits to be derived from it by NIKE and is a material breach of this Trademark License Agreement.

- (d) UNIVERSITY shall not permit the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, or UNIVERSITY if approved by NIKE, to appear on NIKE Products (specifically including product supplied for camp use) worn or used by Coaches, Staff or Team members except for the name or logo of the Conference, an NCAA post-season logo, or a bowl sponsor (that is not a NIKE competitor), or when Team members may honor other athletes by wearing that athlete's number.
- (e) UNIVERSITY shall, subject to the satisfaction of the Athletics Department and relevant Coach as to quality of the NIKE Product, require the use, in practices and games, by such Teams in Covered Programs as NIKE may request, such specific models and/or styles of NIKE Products as NIKE may designate from time-to-time and UNIVERSITY further acknowledges that this undertaking is a material term, and of the essence, of this Trademark License Agreement.

6. LICENSE FEE & ROYALTY PAYMENTS.

- (a) License Fee. Each Contract Year, as further consideration for the licenses granted under this Trademark License Agreement, NIKE shall pay to UNIVERSITY (subject to Paragraphs 7, 12 and 15 below) an annual License Fee of One Hundred Thousand Dollars (\$100,000). The annual License Fee shall be paid in two (2) equal semi-annual installments to be made on July 1 and January 1 of each Contract Year.
- (b) Royalties. On the sale of Licensed Product, NIKE shall pay to UNIVERSITY, through its current retail licensing agent (the Collegiate Licensing Company, "CLC"), a fixed royalty rate of eight percent (8%) of the Net Sale, provided, (i) however, with respect to the "special" one-off licensing programs for BCS product and Final Four product for which a premium royalty rate has been historically charged (e.g., locker room celebration apparel), UNIVERSITY shall have the right to charge NIKE the then-prevailing royalty rate.

7. RIGHT OF REDUCTION, SET-OFF.

- (a) UNIVERSITY acknowledges that one of the principal inducements for NIKE's entrance into this Trademark License Agreement is the prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of location placement, number of placements, color prominence or size), on Authentic Competition Apparel and that such continued exposure is of the essence of this Trademark License Agreement. Accordingly, if in any Contract Year any Flagship Program is banned from television appearances or post-season competition or if, for any reason, NIKE's logo placement rights on Products as currently placed by NIKE and permitted under NCAA, SEC Conference, bowl organizers, bowl sponsor or broadcaster rules or regulations (or other third-party having jurisdiction of such matters) are materially diminished (in terms of location, placement, size, color prominence [i.e., prohibition of the use of a NIKE logo in a color that contrasts with a uniform's background color] and/or number of placements, with respect to one of the above-referenced Covered Programs, 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 License Fee under this Trademark License Agreement by the applicable

percentage in the table set forth below. For purposes of this provision and Paragraph 4(b) above, (i) the relocation of the logo off the front upper chest (left or right) or front center neck position of the football game jersey (or off the front leg of the basketball game shorts or football pant leg); or (ii) a reduction in logo size that is readily discernible upon casual observation as opposed to one that is only discernible through actual measurement, shall be deemed a "material" diminution.

PROGRAM	TV APPEARANCE BAN/ REDUCED LOGO RIGHTS	POST-SEASON COMPETITION BAN
Football	33%	10%
Basketball (M)	12.5%	10%
Basketball (W)	12.5%	10%
Track & Field	12.5%	50%

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

- (b) UNIVERSITY further acknowledges that (i) the principal inducement for NIKE's entrance into this Trademark License 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 Trademark License Agreement, and (iii) the "polishing-out", "spatting" or taping of football shoes in any manner so as to cover or obscure any portion of any NIKE logo is inconsistent with the purpose of this Trademark License Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Trademark License Agreement. Accordingly, if members of the football Team shall polish-out, spat, or otherwise tape their NIKE footwear, after NIKE has provided notice of such violation to UNIVERSITY and if the violation then recurs during the same Contract Year, in NIKE's discretion and in lieu of exercising its right of termination pursuant to Paragraph 15(a), NIKE shall have the right to reduce UNIVERSITY's annual scheduled License Fee for such Contract Year in accordance with the following (it being understood that no reduction shall be made until after a second offense occurs after UNIVERSITY receives notice hereof as provided herein):

OFFENSE AFTER NOTICE	REDUCTION
2 nd	1%
3 rd	1% additional
4 th and later	1% additional

The indicated reductions shall be cumulative during a Contract Year, i.e. three (3) occurrences following the second offense after written notice shall result in a three percent (3%) reduction of the License Fee for that Contract Year.

- (c) NIKE shall have the right to set-off any amounts owed by UNIVERSITY to NIKE pursuant to this Trademark License Agreement, or otherwise, against any amounts owed by NIKE to UNIVERSITY.

8. APPROVAL OF USE OF THE LICENSED MARKS.

NIKE shall submit all promotional material developed pursuant to Paragraph 3, to UNIVERSITY for approval prior to use for any commercial or external purpose. Within

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

9. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

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

10. RIGHTS OF FIRST DEALING & FIRST REFUSAL.

- (a) At NIKE's request made no later than July 1, 2007, UNIVERSITY shall for a 90-day period negotiate with NIKE in good faith with respect to the terms of a renewal of this Trademark License Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to November 11, 2007 (the "Exclusive Negotiating End Date"), UNIVERSITY shall not (nor shall UNIVERSITY permit its agents, attorneys or representatives to) engage in discussions or negotiations with any third-party regarding exclusive licensing and product supply with respect to footwear and/or Authentic Competition Apparel, or sponsorship of any Covered Program (or similar licensing, supply or promotional arrangement) with respect to any Products for any Covered Program, ("Covered Rights") once the Term has expired.
- (b) During the Term, and for a period of ninety (90) days thereafter, NIKE shall have the right of first refusal for the Covered Rights, as follows. If UNIVERSITY receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date with respect to any of the Covered Rights, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third-party offer in the form of a true and complete copy which shall be on the offeror's letterhead

or other identifiable stationery or imprint readily authenticatable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third-party offer to notify UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third-party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third-party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third-party on the terms of the offer made to UNIVERSITY. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third-party offer for any of the Covered Rights.

11. RIGHTS FOR BASEBALL EYEWEAR & FOR NEW PRODUCTS.

- (a) NIKE acknowledges that the baseball program currently use eyewear supplied by a third-party manufacturer, and UNIVERSITY acknowledges that NIKE's current product line includes performance eyewear and it is NIKE's desire to have the baseball team use such product (and/or baseball-specific eyewear to be developed). Accordingly, the parties agree that each Contract Year NIKE shall have the option to provide the baseball program with the opportunity to use and field-test NIKE eyewear by providing them a supply of such product prior to the beginning of the Spring Baseball Season. If, after good faith use and testing of the NIKE eyewear, the Coach and Athletics Director are satisfied with the quality and suitability of such product for use in competition, such products shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(k) above and "NIKE Products" as defined in Paragraph 1(l) above and covered in all pertinent respects by the terms hereof and for the balance of the Term and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, NIKE shall supply UNIVERSITY, free of charge (and which shall be supplied in addition to and not counted against the Supplied Product Limit under Paragraph 4), with mutually agreed reasonable quantities of such new Product item(s) and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Trademark License Agreement. However, if the Coach and Athletics Director are not satisfied with the quality and suitability of NIKE eyewear, UNIVERSITY may continue to source baseball eyewear from a third-party provided that any agreement for the supply of such product shall be limited to a term of one (1) year in order to provide NIKE with the on-going opportunity to submit NIKE eyewear to the baseball program annually for evaluation.
- (b) From time-to-time during the Term, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UNIVERSITY advance written notice of the particular item(s) then in development by NIKE and an adequate opportunity to sample and field test the new item(s). UNIVERSITY agrees subject to the Athletic Director's and Coach's satisfaction as to quality and suitability and subject to mutually acceptable additional compensation that if UNIVERSITY has not already entered into or

substantially negotiated a product supply or sponsorship agreement with respect to such item(s) for a Covered Program, it will not do so during the one hundred eighty (180) day period next following the date on which UNIVERSITY receives such written notice from NIKE. If during such 180-day period, NIKE shall notify UNIVERSITY that an item is commercially available, then (subject to the Athletic Director's and Coach's satisfaction as to quality and suitability and subject to mutually acceptable additional compensation) such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(k) above and "NIKE Products" as defined in Paragraph 1(l) above and covered in all pertinent respects by the terms hereof and for the balance of the Term UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, NIKE shall supply UNIVERSITY, free of charge (and which shall be supplied in addition to and not counted against the Supplied Product Limit under Paragraph 4), with mutually agreed reasonable quantities of such new Product item(s) and UNIVERSITY shall thereupon distribute, as is appropriate, such new item(s) to Team members, Coaches and/or Staff members for use pursuant to the terms of this Trademark License Agreement.

12. MATERIAL CHANGED CIRCUMSTANCES.

UNIVERSITY acknowledges that principal inducements for NIKE's entrance into this Trademark License Agreement include (i) the widespread brand exposure that is expected to be derived from the prominent NIKE logo placement on Products to be supplied to UNIVERSITY hereunder, and, (ii) the brand exposure expected to be received as a result of the telecast of certain competitions involving Flagship Programs. UNIVERSITY further acknowledges that, notwithstanding UNIVERSITY's approval or consent to NIKE's exercise of the rights granted to it under this Trademark License Agreement, NIKE can be deprived of the material benefits contemplated by the parties as a direct consequence of changes in rules, guidelines or policies, or a change in the enforcement policy with respect thereto, by UNIVERSITY, or by third parties that have jurisdiction over and/or control UNIVERSITY's intercollegiate athletic programs or the broadcast of intercollegiate athletic competitions (e.g., the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the NCAA, the Southeastern Conference, bowl organizers, television networks, each such third-party an "External Authority"). In the event of any exercise of rights by UNIVERSITY or an External Authority has a material adverse affect upon NIKE's exercise of rights conveyed to it under this Trademark License Agreement (e.g., prohibiting commercial identification on competition product, limitation on sponsor placement of camera-visible venue signage, use of virtual signage technology, etc.), upon receipt of notice of any such changed circumstances, the parties agree for a period of sixty (60) days to in good faith negotiate a reasonable and appropriate substantial reduction in compensation and/or other support. If at the end of such 60-day period, the parties cannot agree on an appropriate substantial reduction NIKE shall have the right to terminate this Trademark License Agreement, such termination to become effective at the end of the then-current Contract Year or six (6) months after the date of NIKE's written notice of termination under this Paragraph, whichever is later. The UNIVERSITY shall have the right to solicit proposals and negotiate contract terms with any third-party immediately after receipt of the notice of termination from NIKE under the foregoing sentence. Thereafter, UNIVERSITY shall have the right to enter into a sponsorship and license agreement, with respect to the subject matter of this Trademark License Agreement, with any third-party.

13. LABOR STANDARDS.

NIKE acknowledges and confirms a shared commitment with UNIVERSITY to improving the working conditions in the subcontracted factories engaged to make Louisiana State University Licensed Product sold at retail under license from CLC. Accordingly, NIKE represents and agrees that (i) all retail licensed products bearing the Licensed Marks shall be manufactured in accordance with the CLC Code of Conduct (the "CLC Code") adopted by UNIVERSITY, attached hereto as Exhibit B; (ii) all NIKE subcontracted factories used in connection with the manufacture of such licensed product shall be disclosed to UNIVERSITY and subject to NIKE internal, and independent external, systematic monitoring in accordance with the workplace standards and guidelines of the Fair Labor Association ("FLA"); (iii) NIKE shall address non-compliance with, as applicable, the CLC Code or FLA standards in an effective and timely manner; and (iv) NIKE shall furnish to UNIVERSITY on an annual basis summary reports with respect to the implementation and enforcement of the CLC Code, and the monitoring of factories where UNIVERSITY licensed product is manufactured.

14. RIGHT OF TERMINATION BY UNIVERSITY.

UNIVERSITY shall have the right to terminate this Trademark License 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 Trademark License Agreement within thirty (30) days following UNIVERSITY's delivery of written notice to NIKE that such payment is past due; or
- (c) NIKE shall be in material breach of this Trademark License Agreement, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to NIKE specifying such breach.

15. RIGHT OF TERMINATION BY NIKE.

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

- (1) Either the football or men's basketball program is placed on NCAA probation resulting in a ban on television and/or post-season appearances for longer than a single playing season, or UNIVERSITY ceases for any reason to field a Division I team in either sport;
- (2) Members of any Team fail to wear or use NIKE Products during practices, games, exhibitions, clinics, sports camps or other Covered Program Activities in violation of the provisions of Paragraph 5 above; which breach UNIVERSITY fails to cure within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY of such breach;
- (3) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Trademark License Agreement, which failure UNIVERSITY fails to cure within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY specifying the breach;
- (4) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure

contemplated by this Trademark License Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights as currently permitted by the NCAA (in terms of size, location placement, color prominence and/or number of placements as it is currently permitted) on Product or Licensed Product, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other "virtual signage" or electronic/computer imaging technology that alters, substitutes or replaces NIKE's stadium/arena signage (including NIKE logo identification that appears on uniforms) with other commercial identification that is seen by home television viewers;

- (5) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice, or takes any action, or causes or induces UNIVERSITY, the Athletics Department or any Team to take any action, that would materially adversely affect any rights conveyed to NIKE under this Trademark License Agreement (e.g., limiting the right of NIKE to supply brand-identified footwear for Team use, requiring the use of competitive product or to display competitor-identification, etc.); or
 - (6) UNIVERSITY breaches any warranty or other material term of this Trademark License 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, or if UNIVERSITY shall authorize or permit the termination of any retail license issued to NIKE by CLC on UNIVERSITY's behalf.
- (b) In the event of termination under this Paragraph 15 or Paragraph 14, UNIVERSITY shall not be entitled to any further compensation under this Trademark License Agreement, except any unpaid License Fee earned prior to the effective date of termination, pro-rated over the entire Contract Year and calculated to the effective date of termination, and any royalties earned prior to the effective date of termination or during the disposal period under Paragraph 16(b) below. Alternatively, NIKE shall have the right to receive from UNIVERSITY reimbursement for License Fee, if any, paid in excess of the amount to which UNIVERSITY would be entitled if the License Fee was 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 Trademark License Agreement for any reason, NIKE shall have the right to:

- (a) Run any non-cancelable media involving the Licensed Marks and for a period of three (3) months exhaust all advertising and promotional materials, which were produced prior to the effective date of expiration or termination; and
- (b) For a period of six (6) months, complete and dispose of any Licensed Products which are on-hand or in-process and fulfill orders received prior to the effective date of expiration or termination, provided royalties thereon are paid and reported in accordance with the provisions of any applicable license.

17. REMEDIES.

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

18. NOTICES.

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

It is each party's obligation to notify the other party of any address change.

NIKE USA, Inc. One Bowerman Drive DF-4 Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Administrator (if sent by facsimile, to 503-646-6926)	Louisiana State University Finance & Administrative Services 330 Thomas Boyd Hall Baton Rouge, LA 70803 Attn: Vice Chancellor cc: Director of Athletics
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19. INDEPENDENT CONTRACTORS.

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

20. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Trademark License 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 Trademark License Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group, its bona fide media partner and its retail accounts without UNIVERSITY's prior written approval, which approval shall not be unreasonably withheld.

21. 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.

22. SEVERABILITY.

Every provision of this Trademark License 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 Trademark License Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted by NIKE and acceptable to UNIVERSITY, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

23. ADDITIONAL WARRANTIES.

(a) Each of UNIVERSITY and NIKE represent and warrant that:

- (1) To the best of its knowledge, no agreement, contract, understanding or rule of any External Authority exists which would prevent or limit performance of any of the obligations of either party hereunder;
- (2) To the best of its knowledge, the Products supplied, the provision of promotional appearances and use of Licensed Marks as contemplated under this Trademark License Agreement is in compliance with the applicable provisions of the Constitution, Bylaws, and Rules of the NCAA, and with Conference rules, as they now exist; and
- (3) It has the full legal right and authority to enter into and fully perform this Trademark License Agreement in accordance with its terms and to grant the rights or render performance, as the case may be, as contemplated under this Trademark License Agreement specifically including the right and authority to cause the performances and grant of rights with respect to Coaches as contemplated by this Trademark License Agreement.

(b) UNIVERSITY represents and warrants that, except as set forth in Exhibit A hereto, neither UNIVERSITY nor any Coach nor Staff member is party to any oral or written agreement, contract or understanding that 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 UNIVERSITY will not:

- (1) In connection with any Covered Program, enter into any sponsorship, product supply, promotional, consulting or similar agreement (including the sale of signage or other media) with any person or entity who manufactures, sells, fulfills or otherwise distributes Products (via the Internet or otherwise) other than NIKE (each, a "Competitor"), it being understood and agreed that for purposes of this subparagraph 23(b)(1) only: (i) entrance into a conventional retail license agreement (through the LSU Trademark Licensing program or CLC) with respect to apparel items that are neither Authentic Competition Apparel nor Replica Product shall not be considered a breach of this Trademark License Agreement, (ii) any person or entity who only incidentally manufactures, sells, fulfills or otherwise distributes Products and who does not actively market Products; and (iii) general merchandise retailers (e.g.,

department stores, discount chains, etc.), sporting goods retailers and sport specialty retailers (e.g., Foot Locker, etc.), and provided such retailers at least carry NIKE products, shall not be considered Competitors for purposes of this Trademark License Agreement;

- (2) Allow any Coach or Staff member of any Covered Program to, in violation of Paragraph 5(a) above, wear and/or use Products sold by any Competitor or enter into any sponsorship, sponsorship, product supply, promotional, consulting or similar agreement with any Competitor;
 - (3) In connection with any UNIVERSITY-operated or Coach-operated and/or licensed football or basketball sports camp, allow any football or basketball program Coach or Staff member to enter into any sponsorship, product supply, promotional, consulting or similar agreement (including the sale of signage or other media) with any Competitor; or
 - (4) Sell or provide to any person or entity Products purchased or provided hereunder by NIKE without a mutually agreeable product disposition plan in each instance.
- (c) UNIVERSITY acknowledges that Isusport.net. (the "On-line Store") has not been duly authorized to sell NIKE Products over the Internet. Notwithstanding the foregoing, NIKE agrees that it shall grant the On-line Store (as soon as practicable and subject to the terms and conditions of NIKE's World Wide Web Sales Agreement) the right to sell NIKE products over the Internet and UNIVERSITY shall use best efforts to ensure that the On-line Store (and any successor) complies in all respects with the terms and conditions of NIKE's World Wide Web Sales Agreement. NIKE further agrees to consider granting such rights to any successor to the On-line Store, subject to NIKE's marketing and Internet strategies and standard sales customs and practices.

24. CONFIDENTIALITY.

UNIVERSITY shall not (nor shall it permit or cause its employees, agents or representatives) to disclose the financial terms of this Trademark License 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 as may be required by open records laws of the State of Louisiana.

25. INSURANCE.

During the Term, NIKE shall obtain and maintain commercial general liability insurance for the benefit of Louisiana State University to cover damages that result from bodily injury or death of persons, or damage to property, that NIKE becomes legally obligated to pay as a result of its wrongful actions arising out of its performance under this Trademark License Agreement.

26. CAPTIONS.

Paragraph captions and other headings contained in this Trademark License 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 Trademark License Agreement or any provision hereof.

27. ENTIRE CONTRACT.

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

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

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

By: EM Jerry J. Baydin
Dr. Jerry J. Baydin

Its: Vice Chancellor,
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: Stanley Bertman
Stanley Bertman
Its: Director of Athletics

NIKE USA, Inc.

By: Tommy Kain
Tommy Kain

Its: Director, U.S. Sports Marketing

By: Peter H. Koehler, Jr.
Peter H. Koehler, Jr.

Its: Regional Counsel, U.S.A. Region

Dated: 4.18.05

Fed. Id. No.: 72-6000848

EXHIBIT A
Pre-existing Contracts

PROGRAM	SUPPLIED PRODUCT	SPONSOR NAME	CONTRACT EXPIRATION
Baseball	bats, batter's gloves, ball gloves, wristbands, safety balls, catchers protective gear, batting helmets and accessories	Easton	November 30, 2009
Baseball	caps	The Game	December 31, 2008

EXHIBIT B

Labor Code Standards

Schedule I

- I. Introduction: The Collegiate Licensing Company ("CLC") and the collegiate institutions represented by CLC ("Member Institutions") are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While CLC and the Member Institutions believe that Licensees share this commitment, CLC and certain Member Institutions have adopted the following Labor Code Standards (the "Code") which requires that all Licensees, at a minimum adhere to the principles set forth in the Code.

Throughout the Code the term "Licensee" shall include all persons or entities which have entered into a written "License Agreement" with CLC to manufacture. "Licensed Articles" (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Member Institutions. The term "Licensee" shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensee' contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

- II. Standards. Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. CLC and the Member Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by CLC, the applicable Member Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensee further agree to refrain from any actions that would diminish the protections of these labor standards.

B. Employment Standard: Licensee shall comply with the following standards:

- 1, Wages and Benefits: Licensees recognize that wages are essential to meeting employees basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.
2. Working Hours: Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.

¹ CLC and the Member Institute will continue to monitor these issues and will promote studies that examine conditions and factors related to minimum and prevailing wages and employees' basic needs.

3. Overtime Compensation: In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.
4. Child Labor: Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by CLC, the applicable Member Institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.
5. Forced Labor: There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
6. Health and Safety: Licensees shall provide a safe and healthy working environment to prevent accidents injury to health arising out of linked with, or occurring in the course of work as a result of the operation of Licensee facilities.
7. Nondiscrimination. No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
8. Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensee will not use or tolerate any form of corporal punishment.
9. Freedom of Association and Collective Bargaining: Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

Labor Code Standards
Rider 1 to Schedule I

Full Public Disclosure:

Each Licensee shall disclose to the Member Institution or its designee the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all items which bear Licensed Indicia. Such information shall be updated upon change of any factory site location. The Member Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

Labor Code Standards
Rider 2 to Schedule I

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

LSU-NIKE SPONSORSHIP AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), on behalf of the Athletics Department of the Louisiana State University and Agricultural and Mechanical College (hereinafter "UNIVERSITY"), having its principal offices at PO Box 25095, Baton Rouge, Louisiana 70894-5095, and NIKE USA, Inc. ("NIKE"), having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453.

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) and owns all right, title and interest in and to the names, nicknames, mascots, characters, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY or its intercollegiate athletic programs; and

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

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 Sponsorship Agreement, the terms set forth below shall be defined as follows:

- (a) "Athletics Web Sites" shall mean lsusports.net, or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by the Athletics Department excluding www.LSU.edu.
- (b) "Coach Properties" shall mean the Coach's name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of sponsorship used by such Coach in connection with the promotion and sale of "Products" (as defined in the Trademark License Agreement) and appearances and promotion of the UNIVERSITY-NIKE sponsorship, in either case in accordance with the terms of this Sponsorship Agreement.
- (c) "Internet" shall mean a global network of interconnected computer networks or other devices which is used to transmit Internet Content that is directly or indirectly delivered to a computer or other device for display to a user thereof, whether such Internet Content is delivered through on-line browsers, off-line browsers, "push" technology, electronic mail, broadband distribution (whether cable, DSL or otherwise), satellite, telephony, wireless or any other means whether now known or hereafter created.
- (d) "Internet Content" shall mean text, graphics, photographs, film, video, audio and/or other data or information associated with the Internet.
- (e) "UNIVERSITY Athletics Department-controlled Content" shall mean text, graphics, photographs, film, video, audio and/or any other data, materials or information (e.g., statistics, biographical profiles, archival materials, etc.) of any and all

Covered Programs whether created by NIKE (or its agent) or controlled by UNIVERSITY.

- (f) "NIKE Web Sites" shall mean www.nike.com, www.nikebiz.com or any successor web site thereto and any other now existing or hereafter created web site owned and/or controlled by NIKE.

All other capitalized words used in this Sponsorship Agreement and not otherwise defined above, or elsewhere in this Sponsorship Agreement, shall have the same meaning ascribed to them in the Trademark License Agreement contemporaneously entered into between the parties hereto.

2. TERM.

This Sponsorship Agreement shall remain in full force and effect for a period of four (4) Contract Years, from July 1, 2004 through June 30, 2008, unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). This Sponsorship Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

3. GRANT OF SPONSORSHIP RIGHTS, PRE-EXISTING CONTRACTS.

- (a) UNIVERSITY hereby grants to NIKE, and NIKE hereby accepts during the Term:

- (1) The designation as "the official supplier of the athletic footwear and apparel of (each Covered Program)" and "the official athletic footwear and apparel sponsor of (each Covered Program)," "the official supplier of the athletic footwear of the Covered Program," "the official athletic footwear sponsor of the Covered Program" and/or such similar designations as the parties may agree upon (collectively, the "Designations").
- (2) The right to utilize (subject to the approval provisions of Paragraph 8 below) the Licensed Marks, Coach Properties and/or Designations worldwide, in any media (now known or hereafter created) including, but not limited to, the Internet, CD-ROM and other interactive and multi-media technologies, in connection with the marketing and promotion (including in programming in any and all media including the Internet) of NIKE Products, NIKE brands, and any of the NIKE Web Sites and in the creation, production, distribution and sale of Internet Content.
- (3) The right to utilize (subject to the approval provisions of Paragraph 8 below) UNIVERSITY Athletics Department-controlled Content on the Internet, in accordance with the terms of this Sponsorship Agreement and subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes. In connection therewith, at NIKE's request, UNIVERSITY shall permit NIKE to utilize, consistent with this Paragraph 3, UNIVERSITY Athletics Department-controlled Content, without a use fee, other than reasonable search and edit charges.

- (b) NIKE acknowledges that UNIVERSITY is party to pre-existing sponsorships with respect to certain Products used by the following Covered Programs in Covered Program Activities: Baseball

UNIVERSITY represents and warrants that set forth on Exhibit A hereto is a true and complete list of each company with whom UNIVERSITY has such an

agreement, the program covered by each agreement, the supplied product and the expiration date of such contract. The parties hereto agree that upon the expiration of each such contract, the subject Products, program (and any Coach thereof, subject to expiration of any relevant personal services agreement) shall be deemed subject to all terms and conditions of this Sponsorship Agreement for the balance of the Term provided NIKE matches the cash and product consideration that UNIVERSITY had then been receiving from such third-party under the pre-existing contract between the parties.

4. INTERNET RIGHTS.

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

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

5. NIKE SPONSOR BENEFITS.

Each Contract Year, UNIVERSITY shall provide NIKE with a package of complimentary sponsor benefits the mix of which will be mutually determined on an annual basis but to include at a minimum the following elements:

- (a) NIKE shall receive tickets to home games (and neutral site games, and away football games, as indicated below) for each Covered Program in accordance with the following:

PROGRAM	No. TICKETS
Football (for each home game, except as otherwise provide below)	6 best available tickets and 2 sideline passes ¹
Football (NIKE "Game Day")	If requested by NIKE, once each season, for 1 designated home game, a total of 40 tickets (i.e., 34 tickets in addition to the above-indicated 6 tickets) to one mutually agreed game for NIKE to host, at its expense, a hospitality event.
Football (away)	6 best available tickets
SEC Championship/Bowl games	10

¹ Sideline passes shall be for use by NIKE service people.

Basketball (M)	6
Basketball (NIKE "Game Day")	If requested by NIKE, once each season, for 1 designated home game, a total of 25 tickets (i.e., 19 tickets in addition to the above-indicated 6 tickets) to one mutually agreed game for NIKE to host, at its expense, a hospitality event.
Basketball Tournament (M)	10
Basketball (W)	6
Basketball Tournament (W)	10

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

- (b) Four (4) "sponsor area" parking passes at all home football and basketball games.
- (c) For the NIKE Game Day, if requested by NIKE and upon reasonable advance notice, the right to host an appropriate hospitality event (e.g., "dealer appreciation day") on, or adjacent to, the grounds of the football stadium (set-up and catering to be at NIKE's sole expense).
- (d) At Tiger Stadium and at the Pete Maravich Center, NIKE shall receive a suitable, high-traffic, location within or at each venue at which NIKE may, at its option and expense, set-up a merchandise display and sell NIKE Product which bears the Licensed Marks, subject to existing concessionaire agreements at each venue.
- (e) Consistent with the level of commercialization maintained by UNIVERSITY, at each home game of each Covered Program at which a public address system and/or electronic message board (or other electronic messaging systems) is used, as applicable, suitable in-game P.A. announcements and/or board messages recognizing NIKE as the official Products supplier and sponsor of the applicable program. The announcement/acknowledgement shall comply with the requirements of 26 USC 513 to qualify the payment to the UNIVERSITY as a "qualified sponsorship payment" and as such NIKE shall not have the right to display a message that contains a comparative or qualitative description of NIKE Product, price information or other indications of savings or value, a sponsorship, or an inducement to purchase, sell or use NIKE Product. All copy and graphics proposed for display by NIKE are subject to approval by the UNIVERSITY pursuant to Paragraph 8 below.

- (f) Based on availability, reasonably advance written request from NIKE and subject to LSU Board policy governing use of UNIVERSITY facilities, and with the approval of UNIVERSITY, NIKE shall be allowed to use Athletics Department-controlled facilities for the purpose of sales meetings, promotional activities, community based programs and events held by the NIKE Foundation (formerly the "P.L.A.Y. program), etc. There shall be no rental charge for use of the facility; however, catering, set-up, cleanup, or any other incidental expenses shall be the responsibility of NIKE; provided, however, that solicitations specifically targeting LSU faculty, staff and students shall not be allowed; and further provided that this Paragraph is not intended to and does not grant to NIKE any rights to engage in consumer sales or solicitations in or on Athletics Department-controlled facilities.

In addition to the above, UNIVERSITY shall use best efforts to afford NIKE advance notice and the opportunity to consider participation in any and all additional appropriate advertising opportunities, in any media, made available by the Athletics Department during the term of this Sponsorship Agreement (e.g., venue signage, advertising in game programs, media guides, coaches shows, etc.) and upon terms not less favorable than those afforded other corporate sponsors that support UNIVERSITY at a commitment level comparable to NIKE (or on other terms as may be mutually agreeable).

6. SPONSORSHIP FEES.

- (a) Sponsorship Fee. Each Contract Year, as consideration for the sponsorship rights granted under this Sponsorship Agreement, NIKE shall pay to UNIVERSITY (subject to Paragraphs 7, 10 and 12 below) an annual Sponsorship Fee of One Hundred Thousand Dollars (\$100,000).^{*} The annual Sponsorship Fee shall be paid in two (2) semi-annual installments to be made on July 1 and January 1 of each Contract Year.
- (b) Additional Fees. In the event that the indicated team achieves any of the following performances during any Contract Year, NIKE shall pay UNIVERSITY the respective Additional Fee(s) indicated below (and which amounts shall be cumulative) within thirty (30) days of NIKE's receipt of written verification from UNIVERSITY that the relevant performance has been achieved:

- (1) In the event that the football team achieves any of the following performances during any Contract Year, NIKE shall pay UNIVERSITY the respective Additional Fee(s) indicated below:

Plays in SEC Championship Game	\$ 5,000
Wins SEC Championship Game	\$10,000
Plays in a BCS Bowl Game	\$10,000
Plays in BCS Championship Game	\$30,000
Wins BCS National Championship	\$50,000

- (2) In the event that the men's basketball team plays in the NCAA Final Four during any Contract Year, NIKE shall pay UNIVERSITY the sum of Twenty-

^{*} This annual amount is subject to a reduction of \$50,000 in the event of a head football coach change.

Five Thousand (\$25,000).

- (3) In the event that the women's basketball team achieves any of the following performances during any Contract Year, NIKE shall pay UNIVERSITY the respective Additional Fee(s)* indicated below:

NCAA Tournament Participant	\$ 2,500
NCAA Sweet Sixteen Participant	\$ 5,000
NCAA Elite Eight Participant	\$ 7,500
NCAA Final Four Participant	\$10,000
Wins NCAA Championship	\$30,000

* These additional fees are non-cumulative; the amount to be paid will be for the highest level achieved.

- (4) In the event that the track and field team achieves any of the following performances during any Contract Year, NIKE shall pay UNIVERSITY the Additional Fees indicated below:

NCAA 1st Place team	\$ 5,000
NCAA 2nd Place team:	\$ 3,000
NCAA 3rd Place team	\$ 1,000
NCAA 4th Place team:	\$ 500

- (c) Summer Internship. Each summer during the Term, NIKE shall fund a paid internship (valued at \$10,000 annually), to be served at NIKE's World Headquarters, for one undergraduate to be selected by UNIVERSITY in consultation with NIKE.

7. RIGHT OF REDUCTION, SET-OFF.

- (a) UNIVERSITY acknowledges that one of the principal inducements for NIKE's entrance into this Sponsorship Agreement is the prominent brand exposure that certain NIKE Products receive through the placement of the NIKE logo, as it currently appears (in terms of location placement, number of placements, color prominence or size), on Authentic Competition Apparel and that such continued exposure is of the essence of this Sponsorship Agreement. Accordingly, if in any Contract Year any Flagship Program is banned from television appearances or post-season competition or if, for any reason, NIKE's logo placement rights on Products as currently placed by NIKE and permitted under NCAA, SEC Conference, bowl organizers, bowl sponsor or broadcaster rules or regulations (or other third-party having jurisdiction of such matters) are materially diminished (in terms of location, placement, size, color prominence [i.e., prohibition of the use of a NIKE logo in a color that contrasts with a uniform's background color] and/or number of placements, with respect to one of the above-referenced Covered Programs, in lieu of NIKE's exercise of its termination right under Paragraph 12 below, then for such Contract Year NIKE shall have the right to reduce the Sponsorship Fee of this Sponsorship Agreement by the applicable percentage in the table set forth below. For purposes of this provision, (i) the relocation of the logo off the front upper chest (left or right) or front center neck position of the

football game jersey (or off the front leg of the basketball game shorts or football pant leg); or (ii) a reduction in logo size that is readily discernible upon casual observation as opposed to one that is only discernible through actual measurement, shall be deemed a "material" diminution.

PROGRAM	TV APPEARANCE BAN/ REDUCED LOGO RIGHTS	POST-SEASON COMPETITION BAN
Football	33%	10%
Basketball (M)	12.5%	10%
Basketball (W)	12.5%	10%
Track & Field	12.5%	50%

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

- (b) UNIVERSITY further acknowledges that (i) the principal inducement for NIKE's entrance into this Sponsorship 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 Sponsorship Agreement, and (iii) the "polishing-out", "spatting" or taping of football shoes in any manner so as to cover or obscure any portion of any NIKE logo is inconsistent with the purpose of this Sponsorship Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Sponsorship Agreement. Accordingly, if members of the football Team shall polish-out, spat, or otherwise tape their NIKE footwear, after NIKE has provided notice of such violation to UNIVERSITY and if the violation then recurs during the same Contract Year, in NIKE's discretion and in lieu of exercising its right of termination pursuant to Paragraph 12, NIKE shall have the right to reduce UNIVERSITY's annual scheduled Sponsorship Fee for such Contract Year in accordance with the following (it being understood that no reduction shall be made until after a second offense occurs after UNIVERSITY receives notice hereof as provided herein):

OFFENSE AFTER NOTICE	REDUCTION
2 nd	1%
3 rd	1% additional
4 th and later	1% additional

The indicated reductions shall be cumulative during a Contract Year, i.e. three (3) occurrences following the second offense after written notice shall result in a three percent (3%) reduction of the Sponsorship Fee for that Contract Year.

- (c) NIKE shall have the right to set-off any amounts owed by UNIVERSITY to NIKE pursuant to this Sponsorship Agreement, or otherwise, against any amounts owed by NIKE to UNIVERSITY.

8. APPROVAL OF USE OF THE LICENSED MARKS, ETC.

NIKE shall submit all promotional material developed pursuant to Paragraph 3, 4 and/or 6, to UNIVERSITY for approval prior to use for any commercial or external purpose. Within five (5) business days after receipt of such commercial material, UNIVERSITY will approve or disapprove the submitted commercial material in writing. If a submission

is disapproved, UNIVERSITY's written notice thereof shall set forth in reasonable detail the basis for such disapproval. Any submitted item that has not been approved within ten (10) calendar days of receipt by UNIVERSITY shall be deemed disapproved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining UNIVERSITY's further approval.

9. RIGHTS OF FIRST DEALING & FIRST REFUSAL.

- (a) At NIKE's request made no later than July 1, 2007, UNIVERSITY shall for a 90-day period negotiate with NIKE in good faith with respect to the terms of a renewal of this Sponsorship Agreement (and provided such request is made in conjunction with a request with regard to a renewal of the Trademark License Agreement). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to November 11, 2007 (the "Exclusive Negotiating End Date"), UNIVERSITY shall not (nor shall UNIVERSITY permit its agents, attorneys or representatives to) engage in discussions or negotiations with any third-party regarding sponsorship with respect to any Products, or sponsorship of any Covered Program (or similar supply or promotional arrangement) with respect to any Products, ("Sponsorship Rights") once the Term has expired.
- (b) During the Term, and for a period of ninety (90) days thereafter, NIKE shall have the right of first refusal for Sponsorship Rights (and provided such right is exercised in conjunction with the corresponding right under the Trademark License Agreement), as follows. If UNIVERSITY receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date with respect to any Sponsorship Rights, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third-party offer in the form of a true and complete copy which shall be on the offeror's letterhead or other identifiable stationery or imprint readily authenticatable by NIKE as having originated with such third-party offeror. NIKE shall have fifteen (15) business days from the date of its receipt of such true copy of the third-party offer to notify UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third-party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third-party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third-party on the terms of the offer made to UNIVERSITY. Prior to the Exclusive Negotiating End Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third-party offer for any Sponsorship Rights.

10. MATERIAL CHANGED CIRCUMSTANCES.

UNIVERSITY acknowledges that principal inducements for NIKE's entrance into this Sponsorship Agreement include (i) the widespread brand exposure that is expected to be derived from the prominent NIKE logo placement on Products to be supplied to UNIVERSITY hereunder, and, (ii) the brand exposure expected to be received as a result of the telecast of certain competitions involving Flagship Programs. UNIVERSITY further acknowledges that, notwithstanding UNIVERSITY's approval or consent to NIKE's exercise of the rights granted to it under this Sponsorship Agreement, NIKE can be deprived of the material benefits contemplated by the parties as a direct

consequence of changes in rules, guidelines or policies, or a change in the enforcement policy with respect thereto, by UNIVERSITY, or by third parties that have jurisdiction over and/or control UNIVERSITY's intercollegiate athletic programs or the broadcast of intercollegiate athletic competitions (e.g., the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the NCAA, the Southeastern Conference, bowl organizers, television networks, each such third-party an "External Authority"). In the event of any exercise of rights by UNIVERSITY or an External Authority has a material adverse affect upon NIKE's exercise of rights conveyed to it under this Sponsorship Agreement (e.g., prohibiting commercial identification on competition product, limitation on sponsor placement of camera-visible venue signage, use of virtual signage technology, etc.), upon receipt of notice of any such changed circumstances, the parties agree for a period of sixty (60) days to in good faith negotiate a reasonable and appropriate substantial reduction in compensation and/or other support. If at the end of such 60-day period, the parties cannot agree on an appropriate substantial reduction NIKE shall have the right to terminate this Sponsorship Agreement, such termination to become effective at the end of the then-current Contract Year or six (6) months after the date of NIKE's written notice of termination under this Paragraph, whichever is later. The UNIVERSITY shall have the right to solicit proposals and negotiate contract terms with any third-party immediately after receipt of the notice of termination from NIKE under the foregoing sentence. Thereafter, UNIVERSITY shall have the right to enter into a sponsorship and license agreement, with respect to the subject matter of this Sponsorship Agreement, with any third-party.

11. RIGHT OF TERMINATION BY UNIVERSITY.

- (a) This Sponsorship Agreement shall automatically and immediately terminate in the event of the termination of the Trademark License Agreement contemporaneously entered into between the parties hereto.
- (b) UNIVERSITY shall have the right to terminate this Sponsorship Agreement immediately upon written notice to NIKE if:
 - (1) NIKE is adjudicated insolvent or declares bankruptcy;
 - (2) NIKE fails to make payment to UNIVERSITY of any sum due pursuant to this Sponsorship Agreement within thirty (30) days following UNIVERSITY's delivery of written notice to NIKE that such payment is past due; or
 - (3) NIKE shall be in material breach of this Sponsorship Agreement, which breach NIKE fails to cure within thirty (30) days of UNIVERSITY's delivery of written notice to UNIVERSITY specifying such breach.

12. RIGHT OF TERMINATION BY NIKE.

- (a) This Sponsorship Agreement shall automatically and immediately terminate in the event of the termination of the Trademark License Agreement between the parties entered contemporaneously with the execution of this Sponsorship Agreement.
- (b) NIKE shall have the right to terminate this Sponsorship Agreement immediately upon written notice to UNIVERSITY if:
 - (1) Either the football or men's basketball program is placed on NCAA probation resulting in a ban on television and/or post-season appearances for longer than a single playing season, or UNIVERSITY ceases for any reason to field a Division I team in either sport;

- (2) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Sponsorship Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights as currently permitted by the NCAA (in terms of size, location placement, color prominence and/or number of placements as it is currently permitted) on Product or Licensed Product, including any total ban on the placement of camera-visible logo identification on Authentic Competition Apparel, (ii) "air brushing" NIKE identification from still photography or footage, or (iii) use of L-VIS technology or other "virtual signage" or electronic/computer imaging technology that alters, substitutes or replaces NIKE's stadium/arena signage (including NIKE logo identification that appears on uniforms) with other commercial identification that is seen by home television viewers;
 - (3) UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice, or takes any action, or causes or induces UNIVERSITY, the Athletics Department or any Team to take any action, that would materially adversely affect any rights conveyed to NIKE under this Sponsorship Agreement (e.g., limiting the right of NIKE to supply brand-identified footwear for Team use, requiring the use of competitive product or to display competitor-identification, etc.); or
 - (4) UNIVERSITY breaches any warranty or other material term of this Sponsorship 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.
- (c) In the event of termination under this Paragraph 12 or Paragraph 11, UNIVERSITY shall not be entitled to any further compensation under this Sponsorship Agreement, except any unpaid Sponsorship Fee earned prior to the effective date of termination, pro-rated (in the case of Sponsorship Fee) 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 Sponsorship Fee, if any, paid in excess of the amount to which UNIVERSITY would be entitled if the Sponsorship Fee and/or Additional Fees 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.

13. NIKE POST-TERMINATION RIGHTS.

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

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

14. REMEDIES.

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

15. NOTICES.

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

It is each party's obligation to notify the other party of any address change.

NIKE USA, Inc. One Bowerman Drive DF-4 Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Administrator (if sent by facsimile, to 503-646-6926)	Louisiana State University Finance & Administrative Services 330 Thomas Boyd Hall Baton Rouge, LA 70803 Attn: Vice Chancellor cc: Director of Athletics
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16. INDEPENDENT CONTRACTORS.

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

17. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Sponsorship 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 Sponsorship Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group, its bona fide media partner and its retail accounts without UNIVERSITY's prior written approval, which approval shall not be unreasonably withheld.

18. 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.

19. SEVERABILITY.

Every provision of this Sponsorship 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 Sponsorship Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted by NIKE and acceptable to UNIVERSITY, in such form and substance as shall be legally valid, and as shall accomplish as near as possible the purpose and intent of the invalidated provision.

20. ADDITIONAL WARRANTIES.

(a) Each of UNIVERSITY and NIKE represent and warrant that:

- (1) To the best of its knowledge, no agreement, contract, understanding or rule of any External Authority exists which would prevent or limit performance of any of the obligations of either party hereunder;
- (2) To the best of its knowledge, the use of the Licensed Marks and/or Coach Properties as contemplated under this Sponsorship Agreement is in compliance with the applicable provisions of the Constitution, Bylaws, and Rules of the NCAA, and with Conference rules, as they now exist; and
- (3) It has the full legal right and authority to enter into and fully perform this Sponsorship Agreement in accordance with its terms and to grant the rights or render performance, as the case may be, as contemplated under this Sponsorship Agreement specifically including the right and authority to cause the performances and grant of rights with respect to Coaches as contemplated by this Sponsorship Agreement.

(b) UNIVERSITY represents and warrants that, except as set forth in Exhibit A hereto, neither UNIVERSITY nor any Coach nor Staff member is party to any oral or written agreement, contract or understanding that 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 UNIVERSITY will not:

- (1) In connection with any Covered Program, enter into any sponsorship, product supply, promotional, consulting or similar agreement (including the sale of signage or other media) with any person or entity who manufactures, sells, fulfills or otherwise distributes Products (via the Internet or otherwise) other than NIKE (each, a "Competitor"), it being understood and agreed that for purposes of subparagraphs 20(b)(1) and 20(b)(5) only: (i) entrance into a conventional retail license agreement (through the LSU Trademark Licensing program or CLC) with respect to apparel items that are neither Authentic Competition Apparel nor Replica Product shall not be considered a breach of this Sponsorship Agreement, (ii) any person or entity who only incidentally manufactures, sells, fulfills or otherwise distributes Products and who does not actively market Products; and (iii) general merchandise retailers (e.g., department stores, discount chains, etc.), sporting goods retailers and sport specialty retailers (e.g., Foot Locker, etc.), and provided such retailers at

least carry NIKE products, shall not be considered Competitors for purposes of this Trademark License Agreement;

- (2) Allow any Coach or Staff member of any Covered Program to enter into any endorsement, sponsorship, promotional, consulting or similar agreement with any Competitor;
- (3) In connection with any UNIVERSITY-operated or Coach-operated and/or licensed football or basketball sports camp, allow any football or basketball program Coach or Staff member to enter into any sponsorship, product supply, promotional, consulting or similar agreement (including the sale of signage or other media) with any Competitor;
- (4) Permit the trade name, trademark, name, logo or any other identification of any Competitor to appear on signage at practices, games, exhibitions, clinics, sports camps and other official or UNIVERSITY sanctioned Covered Program activities (including but not limited to photo sessions and interviews); or
- (5) Permit any sponsorship recognition or advertising of any Competitor to appear in any signage located in any home stadium, arena or other venue controlled by the Athletics Department (each, a "Relevant Venue") or in any sports-related publications or other material generated by or at the direction of the Athletics Department; provided, however, the parties acknowledge and agree that
 - (i) the Athletics Department and Covered Programs may participate in certain events held within a Relevant Venue but in which the Athletics Department (e.g., hosting an NCAA tournament game), nonetheless, does not control the sponsorship recognition or advertising that appears in such venue for such particular event (each, an "Excepted Event"), and that the presence therein of sponsorship recognition or advertising of a Competitor at an Excepted Event shall not constitute a breach of this Sponsorship Agreement notwithstanding anything in this Paragraph to the contrary; provided, further, that the Covered Programs and Athletics Department shall not be excused from their obligations under this Sponsorship Agreement with respect to the wearing/using of NIKE Products with visible exterior NIKE identification during Excepted Events, and no sponsorship recognition or advertising of a Competitor may appear on any NIKE Products during Excepted Events; and
 - (ii) that the presence of sponsorship recognition or advertising of a Competitor within a Relevant Venue that is used by non-Covered Programs (e.g., soccer, gymnastics, softball, etc.) and is displayed pursuant to sponsorship of any such non-Covered Program, or competition related thereto, shall not constitute a breach of this Sponsorship Agreement notwithstanding anything in this Paragraph to the contrary.
- (c) It shall use reasonable efforts to ensure no Competitor is permitted to sponsor, or purchase advertising in, any local show hosted by any Coach.
- (d) To the best of UNIVERSITY's knowledge, all rights and licenses to the UNIVERSITY Athletics Department-controlled Content supplied by UNIVERSITY hereunder have been or will be obtained by UNIVERSITY and that such

UNIVERSITY Athletics Department-controlled Content does not violate the personal or property right of any person or entity.

21. CONFIDENTIALITY.

UNIVERSITY shall not (nor shall it permit or cause its employees, agents or representatives) to disclose the financial terms of this Sponsorship 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 as may be required by open records laws of the State of Louisiana.

22. INSURANCE.

During the Term, NIKE shall obtain and maintain commercial general liability insurance for the benefit of Louisiana State University to cover damages that result from bodily injury or death of persons, or damage to property, that NIKE becomes legally obligated to pay as a result of its wrongful actions arising out of its performance under this Sponsorship Agreement.

23. CAPTIONS.

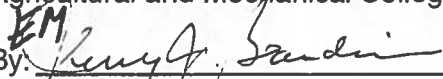
Paragraph captions and other headings contained in this Sponsorship Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Sponsorship Agreement or any provision hereof.

24. ENTIRE CONTRACT.

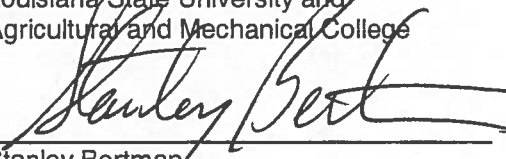
As of the effective date hereof, this Sponsorship Agreement shall constitute the entire understanding between UNIVERSITY and NIKE and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY and NIKE shall have no further force or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

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

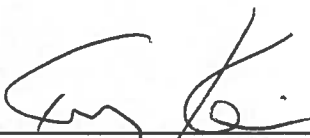
Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

By: 
Dr. Jerry J. Baudin

Its: Vice Chancellor,
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: 
Stanley Bertman
Its: Director of Athletics

NIKE USA, Inc.

By: 
Tommy Kain

Its: Director, U.S. Sports Marketing

By: 
Peter H. Koehler, Jr.
Its: Regional Counsel, U.S.A. Region

Dated: 4.18.05

Fed. Id. No.: 72-6000848

EXHIBIT A
Pre-existing Contracts

PROGRAM	SUPPLIED PRODUCT	SPONSOR NAME	CONTRACT EXPIRATION
Baseball	bats, batter's gloves, ball gloves, wristbands, safety balls, catchers protective gear, batting helmets and accessories	Easton	November 30, 2009
Baseball	caps	The Game	December 31, 2008

LSU-NIKE APPEARANCES AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU Board"), on behalf of the Athletics Department of the Louisiana State University and Agricultural and Mechanical College (hereinafter "UNIVERSITY"), having its principal offices at PO Box 25095, Baton Rouge, Louisiana 70894-5095, and NIKE USA, Inc. ("NIKE"), having its principal offices at One Bowerman Drive, Beaverton, Oregon 97005-6453.

WITNESSETH

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

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

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

1. DEFINITIONS.

All capitalized words used in this Appearances Agreement that are not otherwise defined in this Appearances Agreement, shall have the same meaning ascribed to them in the Trademark License Agreement and/or Sponsorship Agreements (collectively, the "Companion Agreements") contemporaneously entered into between the parties hereto.

2. TERM.

This Appearances Agreement shall remain in full force and effect for a period of four (4) Contract Years, from July 1, 2004 through June 30, 2008, unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). This Appearances Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

3. GRANT OF CONSENT FOR APPEARANCES.

In connection with the promotion of the Companion Agreements, and in an effort to promote sports participation and the values associated with such participation and to promote the UNIVERSITY's athletic programs generally, each Contract Year:

- (a) Upon reasonable prior notice and subject to the limitations of the terms of any Coach's contract with the UNIVERSITY and any coaching commitment, if so requested by NIKE, UNIVERSITY consents to, and shall cause, the Coach of each of the below-indicated Covered Programs making himself/herself available for the indicated number of personal appearances on behalf of NIKE and its sponsorship of UNIVERSITY:

Program	No. of Appearances
Football	2
Men's Basketball	4
Women's Basketball	4
Track & Field	4

No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, internet chat sessions, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances.

- (b) Upon reasonable prior notice and subject to any other playing commitments and compliance with any applicable NCAA and/or Conference rules or regulations, UNIVERSITY shall make its men's and/or women's basketball team available to participate in a NIKE-sponsored tournament not more frequently than once per team within any 3-year period. The team's participation shall be limited to a maximum of two (2) games in each such tournament.

UNIVERSITY shall receive no additional compensation for the appearances provided hereunder except as provided under Paragraph 4 below.

4. EXPENSES REIMBURSEMENT.

NIKE shall pay to UNIVERSITY as invoiced all reasonable and necessary travel and related expenses of Coach, Staff and/or Team if applicable, in connection with any appearance provided under this Agreement. Such expenses shall be paid in full within thirty (30) days of the date of invoice

5. RIGHTS OF FIRST DEALING & FIRST REFUSAL.

Provided the Companion Agreements shall remain in full force and effect, NIKE shall have rights of first dealing and first refusal with regard to a renewal of this Appearances Agreement exercisable in accordance with the terms and conditions of the corresponding provisions contained in the Companion Agreements, and provided further that NIKE's exercise of the rights hereunder are in conjunction with its exercise of its rights of first dealing and first refusal under the Companion Agreements.

6. WARRANTIES.

Each of UNIVERSITY and NIKE represent and warrant that:

- (a) To the best of its knowledge, no agreement, contract, understanding or rule of any External Authority exists which would prevent or limit performance of any of the obligations of either party hereunder;
- (b) To the best of its knowledge, the use of the appearances as contemplated under this Appearances Agreement is in compliance with the applicable provisions of the Constitution, Bylaws, and Rules of the NCAA, and with Conference rules, as they now exist; and
- (c) It has the full legal right and authority to enter into and fully perform this Appearances Agreement in accordance with its terms and to grant the rights or render performance, as the case may be, as contemplated under this Appearances Agreement specifically including the right and authority to cause the performances and grant of rights with respect to Coaches as contemplated by this Appearances Agreement.

7. RIGHTS OF TERMINATION.

- (a) This Appearances Agreement shall automatically and immediately terminate in the event of the termination of the Companion Agreements.

- (b) UNIVERSITY shall have the right to terminate this Appearances Agreement immediately upon written notice to NIKE if NIKE shall be in material breach of this Appearances Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt UNIVERSITY's delivery of written notice to NIKE specifying such breach.
- (c) NIKE shall have the right to terminate this Appearances Agreement immediately upon written notice to UNIVERSITY if UNIVERSITY breaches any warranty or other material term of this Appearances Agreement, which breach UNIVERSITY fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY specifying such breach.

8. NOTICES.

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

It is each party's obligation to notify the other party of any address change.

NIKE USA, Inc. One Bowerman Drive DF-4 Beaverton, OR 97005-6453 Attn: Legal Dept., Contracts Administrator (if sent by facsimile, to 503-646-6926)	Louisiana State University Finance & Administrative Services 330 Thomas Boyd Hall Baton Rouge, LA 70803 Attn: Vice Chancellor cc: Director of Athletics
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9. INDEPENDENT CONTRACTORS.

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

10. ASSIGNMENT/DELEGATION/PASS THROUGH.

- (a) This Appearances 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 Appearances Agreement upon written notice to UNIVERSITY.
- (b) The rights granted to NIKE by UNIVERSITY hereunder are personal to NIKE and shall not be assigned, delegated or passed-through outside of the NIKE Group, its bona fide media partner and its retail accounts without UNIVERSITY's prior written approval, which approval shall not be unreasonably withheld.

11. CONFIDENTIALITY.

UNIVERSITY shall not (nor shall it permit or cause its employees, agents or representatives) to disclose the financial terms of this Appearances 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 as may be required by open records laws of the State of Louisiana.

12. INSURANCE.

During the Term, NIKE shall obtain and maintain commercial general liability insurance for the benefit of Louisiana State University to cover damages that result from bodily injury or death of persons, or damage to property, that NIKE becomes legally obligated to pay as a result of its wrongful actions arising out of its performance under this Appearances Agreement.

13. CAPTIONS.

Paragraph captions and other headings contained in this Appearances 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 Appearances Agreement or any provision hereof.

14. ENTIRE CONTRACT.

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

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

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

By: *Jerry J. Bardin*

Dr. Jerry J. Bardin
Its: Vice Chancellor,
Finance and Administrative Services,
Louisiana State University and
Agricultural and Mechanical College

By: *Stanley Bertman*

Stanley Bertman
Its: Director of Athletics

NIKE USA, Inc.

By: *Tommy Kain*

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

Dated: 4/18/05

Fed. Id. No.: 72-6000848