

CONTRACT AGREEMENT
between
IOWA STATE UNIVERSITY
and
NIKE USA, INC.

THIS CONTRACT AGREEMENT (hereafter referred to as "Agreement" or "Contract") is made and entered into as of the date of execution set forth below, by and between **IOWA STATE UNIVERSITY** (hereafter referred to as "ISU") and **NIKE USA, INC.**, (hereafter referred to as "NIKE").

WHEREAS, Iowa State University fields and maintains nationally recognized athletic teams in numerous sports, and NIKE is engaged in the manufacture, distribution and sale of athletic footwear, apparel, accessories and equipment and desires to supply certain ISU intercollegiate athletic programs with such products for use in athletic-related activities;

NOW, THEREFORE, FOR CONSIDERATION of the mutual promises and covenants contained herein ISU and NIKE agree that this Agreement is a binding Contract Agreement for supplying ISU's various athletic teams with athletic footwear and team apparel.

SECTION I. PURPOSE, TERM, AND DEFINITIONS

- 1.1 **Purpose of this Agreement:** This Agreement sets forth the terms and conditions upon which ISU contracts with NIKE for providing athletic footwear and apparel based on a direct sell relationship between ISU and NIKE. In exchange for NIKE's consideration of product and pricing to ISU as referenced in Attachment 1, ISU agrees to utilize NIKE's available footwear and apparel on all teams as documented in the Contractual Agreement.
- 1.2 **Term:** The initial term of the Contract shall begin on July 1, 2006, and extend through June 30, 2011. Renewal shall be based on mutual consent between parties. The provisions of this Contract replace in full and supersede the Contract established by Request for Proposal No. 54330 previously agreed to by ISU and NIKE and entered into September 1, 2000 and ending August 31, 2003, and any subsequent extensions of said Contract.
- 1.3 **Definitions:**
- 1.3.1 **"ISU"** means Iowa State University, ISU. ISU shall include, but not be limited to, the Iowa State University Athletic Department, head coaches, coaching staffs and athletic training staffs.
- 1.3.2 **"Company"** means NIKE USA, Inc., NIKE Retail, Inc. (d/b/a "NikeTown"), their parent company NIKE, Inc., its subsidiaries and any successor company.
- 1.3.3 **"Team"** means NCAA Division One athletic team(s). Reference Subsection 3.3 for listing of all applicable teams.
- 1.3.4 **"Head Coach"** means the head coach position of team.
- 1.3.5 **"Coaching Staff"** means all assistant coaches employed or not directly employed by ISU operating under the Head Coach.
- 1.3.6 **"Athletic Training Staff"** means the head athletic trainers, assistant athletic trainers, student trainers, sports physical therapist(s), volunteer trainers, and potential internship trainers.

- 1.3.7 **"Staff"** means ISU's personnel directly related to the coaching, training, equipping, and administration of the teams.
- 1.3.8 **"Cheer/Pom Squads"** mean cheerleading and pom squads and other organized spirit or motivational personnel. **School mascot(s) are not included as motivational personnel.**
- 1.3.9 **"Product"** means all athletic shoe/footwear to be utilized by team, head coach, coaching staff, athletic training staff, and staff. Product also shall include all athletic apparel as utilized by team, head coach, coaching staff, athletic training staff, and staff. Reference Subsection 3.6 for additional description of product.
- 1.3.10 **"Contract Year"** means each consecutive twelve (12) month period from July 1 through June 30 during the term of this Agreement.
- 1.3.11 **"NIKE Products"** 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., Bauer, Sports Specialties) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.

SECTION II. GENERAL CONDITIONS OF THE AGREEMENT

- 2.1 **Commercial Advertising:** ISU hereby grants to NIKE, and NIKE hereby accepts during the term of this Agreement, the worldwide right to utilize the Iowa State University's name, trademarks, logos, mascot, teams, head coach, coaching staff, or other ISU-related recognized symbols in any media (now known or hereafter created) including, but not limited to, the worldwide web, CD-ROM and other interactive and multi-media technologies, in connection with the manufacture, advertising, marketing, promotion and sale of NIKE Products and in the creation and production of NIKE sports-themed programming. Company agrees not to use the results, the name of ISU, or any other trademark of Iowa State University, as a part of any commercial advertising, without prior approval of ISU. See Section 3.4.
- 2.2 **Laws:** Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.
- 2.3 **Assignment:** The Agreement may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party and the bonding company, if appropriate.
- 2.4 **Code of Fair Practice:**
- 2.4.1 Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability except where it relates to a bona fide occupational qualification.
- 2.4.2 In the event of Company's noncompliance with the above nondiscrimination clause of this Contract or with any of the aforesaid regulations, this Contract may be canceled, terminated or suspended in whole in part and Company

may be declared ineligible for further contracts with the Iowa Regent Institutions. In addition the Board of Regents, State of Iowa, may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the *Code of Iowa*.

2.5 Termination:

2.5.1 If either party shall be in material breach of this Agreement, then the non-breaching party may, after giving the breaching party thirty (30) day's written notice, terminate this Agreement without penalty provided such breach shall not have been cured within such 30-day notice period.

2.5.2 With the mutual agreement of both parties, upon receipt and acceptance of not less than fifteen (15) days written notice, the Agreement may be terminated on an agreed date without penalty to either party.

2.5.3 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Company's insolvency or is otherwise guilty of a substantial violation of the Contract documents, then ISU may, after giving Company fifteen (15) days written notice, terminate this Agreement, without penalty to ISU.

2.5.4 Company shall have the right to terminate this Agreement immediately upon written notice to ISU if for any reason ISU ceases to field a Division I-A team in the sport of football, or if the football team is placed on NCAA probation resulting in a ban on television or post-season appearances.

2.6 Remedies upon Default: In any case where Company has failed to deliver or has delivered nonconforming goods or services, ISU shall provide a written Cure notice stating ISU's dissatisfaction/concerns and ISU expects these concerns to be corrected. If after thirty (30) days from date of Cure notice Company continues to be in default, the Iowa State University Purchasing Department may procure substitute product and/or service from another source and charge the difference between the order and the resulting substitute order to the defaulting Company. The Attorney General shall be requested to make collection from the defaulting Company.

2.7 Indemnification: NIKE shall defend, indemnify and hold harmless ISU, its agents, trustees, directors, officers, employees and agents (collectively, "Indemnified Parties") from and against all suits, actions, claims, judgments, damages, losses, liabilities, costs and expenses, including reasonable attorney fees, (collectively, "Claims") incurred by any Indemnified Party arising out of or relating to injury or damage to property that NIKE becomes legally obligated to pay as a result of the acts or omissions of NIKE (or its agents), provided NIKE is given prompt written notice of and shall have the option to undertake and conduct the defense of any such Claim. In any instance to which the foregoing indemnities pertain, the Indemnified Parties shall cooperate fully with and assist NIKE in connection with any such defense subject to limitations of applicable state law, and no Indemnified Party shall enter into a settlement of such Claim, or admit liability or fault on the part of NIKE, without NIKE's prior written approval.

2.8 Acts of God: Whenever Company's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of Company to promptly advise ISU. ISU may elect to terminate order with Company without subsequent penalty to ISU.

2.9 Termination -- Nonappropriation of Funds: Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any

time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds, or the program under which funds were provided is altered, then ISU shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Should the Contract be terminated due to lack of appropriations or funding, and subsequently should an appropriation to cover the costs of this Contract become available within sixty (60) days after the date of termination under this clause, ISU agrees to re-establish a contract with Company whose contract was terminated under the same provisions, terms, conditions, and pricing arrangements of the original contract.

- 2.10 **Severability of the Contract:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 2.11 **Additional Documents to the Contract:** Each of the parties of the Contract agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.
- 2.12 **Entire Contract, Amendments to the Contract:** As of the effective date hereof, this Contract shall constitute the entire understanding between ISU and NIKE and shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties. Any previous agreements between ISU and NIKE shall be superseded by this Contract and have no further force or effect.
- 2.13 **ISU's Right to Withhold Certain Amounts and Make Application Thereof:** ISU may withhold from payment to Company, in such an amount or amounts as may be necessary to cover:
- 2.13.1 Payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished.
 - 2.13.2 For defective service and/or equipment not provided or not remedied.
 - 2.13.3 The above withholding would only be initiated for labor, services, equipment, or materials under this Contract.
- 2.14 **Failure to Enforce:** ISU shall not be required to enforce any right or remedy available under the Contract, however, if ISU elects to waive a right or remedy under this Contract, that party shall not be precluded from asserting said right or remedy thereafter.
- 2.15 **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 above (attention of Director of Intercollegiate Athletics, if addressed to ISU or to Contracts Administrator, if addressed to Company), 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 above. It is the obligation of each party to notify the other party of any change in its respective address.

SECTION III. DETAILED TERMS AND CONDITIONS

- 3.1 **Safety Equipment:** Safety equipment is not included as a product in this Agreement. Safety equipment to be purchased by ISU includes, but is not limited to, helmets, eyewear, eye protection, protective football pads, knee/neck/appendage/digit and other various braces, tapes, elastic wraps, mouth guards, etc. Utilization of this equipment shall be in practices, games, matches, or other and will not be incorporated into the Contract Agreement.

ISU reserves the right to choose and/or competitively bid the purchase of all safety equipment among vendors deemed qualified by ISU and provided the principal business of any such vendor is not the manufacture of athletic footwear or athletic apparel.

- 3.2 **Medical Exclusion:** ISU reserves the right to fit any team member in any brand shoe due to a bona-fide medical or physical discomfort reason. Company shall diligently work with any Team member experiencing problems in connection with fit or performance of NIKE footwear to address such problems. In the event that any Team member is unable to wear NIKE footwear due to a bona-fide medical condition as evidenced by a certification by the Team's physician, then such Team member shall be permitted to wear non-NIKE footwear provided all visible manufacturer's identification is taped over or otherwise covered so as to completely obscure such manufacturer's identification.

- 3.3 **Teams:** Teams included under this Agreement are: football, M/W basketball, M/W track, M/W cross country, W softball, W volleyball, soccer, M/W golf, W gymnastics, W swimming, W tennis and M/W cheerleading (outer gear and footwear only for cheerleading). Women's basketball and wrestling are excluded currently. *Beginning July 1, 2007* Re/Nike

- women's basketball will be included. ejb*
- 3.4 **Trademarks/Logos/Advertising:** The utilization of ISU's name, trademarks, logos, mascot, teams, head coach, coaching staff, or other ISU-related recognized symbol, signage, or personnel cannot be utilized in any advertisement, commercial, publicity, or product endorsement without the written consent of ISU. The final policy agreed upon by ISU and Company on the utilization of trademarks, logos, symbols, etc. shall be a policy of reciprocity.

3.4.1 NIKE shall submit to ISU (specifically Iowa State University Trademark Licensing Office as referenced in Attachment 1, Section 3.3) for approval prior to use for any commercial or external purpose all advertising and promotional materials developed pursuant to this Agreement. Within five (5) business days after receipt of such commercial material, ISU will approve or disapprove the submitted commercial material in writing. If a submission is disapproved, ISU's written notice thereof shall set forth in reasonable detail the basis for such disapproval. If any submitted item that has not been approved or disapproved within ten (10) calendar days of receipt by ISU, NIKE shall send ISU written notice of such fact. If no reply to such notice is received by NIKE within five (5) business days after the date of such notice to ISU, then the submitted item shall be deemed approved. Once a submitted sample or concept is approved, NIKE shall not depart therefrom in any material respect without re-submission of the item and obtaining ISU's further approval.

3.4.2 With regard to use of ISU trademarks on product offered for retail sale, Company will be required to sign a mutually acceptable trademark agreement initiated by Trademark Licensing Office. Attachment 1 is a standard trademark

licensing agreement utilized by ISU. Acceptance of this Agreement constitutes acceptance of the terms and conditions of Attachment 1 unless otherwise stated in writing by ISU or Company.

3.5 Consideration and Performance-Based Incentives:

- 3.5.1 For each Contract Year, Company's consideration to ISU shall be as set forth in Attachment 2 hereto.
- 3.5.2 For each Contract Year, ISU's consideration to Company shall be as set forth in Attachment 3 hereto.
- 3.5.3 For each Contract Year, Company shall provide to ISU performance-based incentives as set forth in Attachment 4 hereto. These incentives may be awarded to each individual team for their accomplishments in the Big 12 Conference, out of conference, and post season, tournament play. Performance-based incentives are to be presented in ISU's name for utilization by the team that earned the incentive. These incentives are not to be directed to any one individual.

3.6 Product:

- 3.6.1 Product shall include all athletic footwear and apparel manufactured or marketed by Company that bears the Company logo, trademark, name, or other nationally or internationally recognized symbol, name, or phrase.
- 3.6.2 Product shall include all athletic wear, accessories, and sports equipment (specifically including inflatable balls, sunglasses and sports watches) that are worn or used by Team members, Head Coaches, coaching staff, trainers or staff. This includes, but is not limited to, authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, and practicewear, and all other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand-towels, receiver's and linemen's gloves, that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in their respective Covered Program.
- 3.6.3 Product shall not include personal apparel articles that are worn by Head Coach, coaching staff, trainers, staff such as, but not limited to, dress clothing, suits, dresses, ties, dress shoes, etc. Dress clothing cannot display a competing brand name. Dress clothing must be of a neutral brand.
- 3.6.4 Product shall not include physical therapy equipment, training room equipment and supplies, strength and conditioning equipment, timing devices, monitors of any type, or safety equipment. Additional product lines offered by Company not specifically documented in this Agreement cannot be added to the Agreement without ISU's consent.

- 3.7 **Product Ordering:** To ensure annual product orders are delivered by the desired need date, ISU shall place such orders in accordance with Company's standard ordering deadlines. For each Contract Year, the exact styles, sizes and delivery dates and, where appropriate, quantities of such NIKE Products shall be mutually determined by

Company and ISU. All Product to be supplied by NIKE under this Agreement shall be delivered F.O.B. to ISU via regular ground freight (the cost of shipping by any other means shall be borne by ISU). Only properly submitted orders from ISU's Athletic Director of Intercollegiate Athletics (or an authorized designee) shall be filled by Company.

- 3.8 **Head Coach/Coaching Staff Modifications:** This Agreement is in ISU's name. The departure of head coaches and coaching staffs from ISU's employment shall not affect the financials, terms, and conditions of the Agreement. ISU reserves the right to negotiate with Company on the terms, conditions, and financials when in the process of hiring a new head coach and/or coaching staff.
- 3.9 **Rights of First Refusal and Dealings:** Only with respect to product supply rights in connection with the football and men's basketball teams, the parties agree as follows:
- 3.9.1 At NIKE's request made no later than January 1, 2011, ISU shall for a period of sixty (60) days negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms. Prior to March 1, 2011 (the "Exclusive Negotiating End Date"), ISU shall not (nor shall ISU permit its agents, attorneys or representatives to) engage in discussions or negotiations with any third-party regarding product supply with respect to any Products, or sponsorship of the football and/or basketball team (or similar supply or promotional arrangement) with respect to any Products, ("Product Supply/Endorsement") once the Term has expired.
- 3.9.2 During the Term, and for a period of one hundred eighty (180) days after the Exclusive Negotiating End Date of February 28, 2011, NIKE shall have the right of first refusal for Product Supply/Endorsement for the football and/or basketball team (only) as follows. If ISU receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date of February 28, 2011 through August 27, 2011 with respect to any Product/Supply, ISU shall submit to NIKE in writing the specific terms of such bona fide third-party offer. The third-party offer shall be presented to NIKE in the in the form of a true and complete copy which shall be on Offeror's letterhead or other identifiable, authentic stationery or imprint. NIKE shall have fifteen (15) days from the date of receipt of such true copy of the third-party offer to notify ISU in writing if it will enter into a new contract with ISU on terms no less favorable to ISU than the material, measurable, and matchable terms of such third-party offer. Material, measurable, and matchable terms include, but are not limited to, comp product, merchandising allowance, competitive product pricing, cash, and other incentives. If NIKE so notifies ISU within such 15-day period, ISU shall discuss, in good faith, the final contract terms with NIKE. If NIKE fails or declines to match or better the material, measurable, and matchable terms of such third party offer within the 15-day period, ISU may consummate an agreement with such third party on the terms of the offer made to ISU. Prior to the Exclusive Negotiating End Date, ISU shall not solicit, consider, or present to NIKE, and NIKE shall not be obligated to respond to any third-party offer for any Product Supply/Endorsement.
- 3.10 **Co-branding:** Co-branding is a right reserved by both Company and ISU for future consideration as an addition to the Contract Agreement. Co-branding is not included as a revenue source or consideration in the Contract Agreement. The parties hereby agree

to reserve the right to discuss, negotiate, and enact a co-branding agreement based on the terms and conditions of the Contract Agreement.

3.11 **Transition:** Except with regard to the football team which shall transition over to NIKE apparel immediately upon the effective date, Company agrees to provide ISU an eighteen (18) month period from the effective date of the Contract to transition inventories over to NIKE Apparel. Footwear shall transition over immediately upon the effective date. An immediate turnover in apparel items such as sweats, shorts, socks, T's (training gear) would be cost prohibitive to ISU. ISU agrees to have all teams in uniforms bearing NIKE's logo as soon as possible and no later than one year from the effective date of contract.

3.12 **Representations and Warranties:**

3.12.1 Except as indicated in Section 3.3 above, ISU is not party to any agreement, contract, understanding that would prevent or limit performance of any of its obligations hereunder.

3.12.2 Except as indicated in Section 3.3 above, neither ISU nor any Head Coach or member of the Coaching Staff, Athletic Training or other Staff is party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligations hereunder of ISU, any Head Coach, Coaching Staff, Athletic Training Staff or other Staff. ISU further represents and warrants that during the Term, ISU will not, without the prior written consent of NIKE:

- (a) Sponsor, endorse or allow any Head Coach, Coaching Staff, Athletic Training Staff or other Staff to sponsor, endorse or wear and/or use athletic footwear or other Products sold by any manufacturer or seller other than NIKE; or
- (b) Enter into, or allow any Head Coach, Coaching Staff, Athletic Training Staff or other Staff to enter into any endorsement, promotional, consulting or similar agreement for athletic footwear or other Products with any manufacturer or seller other than NIKE.

3.12.3 ISU shall not:

- (a) Alter or permit the alteration of any NIKE Product worn or used by them to resemble a non-NIKE Product;
- (b) Permit any Head Coach, Coaching Staff, Athletic Training Staff or other Staff to wear any non-NIKE Products that have been altered to resemble NIKE Products,
- (c) Permit the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE to appear on NIKE Products; or
- (d) Permit NIKE Product to be "spatted" or otherwise taped so as to cover any portion of the NIKE Marks. Notwithstanding the foregoing, occasional, isolated sparring or taping as is deemed a bona-fide medical necessity in the course of competition, practice or training as may be required "on-the-spot" in response to an injury sustained during such activities, shall not be deemed a breach of this Contract.

3.12.4 ISU and NIKE each has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant all the rights granted herein.

25. **Confidentiality:** ISU shall not (nor permit or cause its employees, agents or representatives to) disclose the financial terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed to ISU (including information disclosed during audit), to any third-party, except to its trustees or as may be required by law.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date written below.

IOWA STATE UNIVERSITY
Ames, Iowa 50011

BY: *Jamie Pollard*
Jamie Pollard
Director of Intercollegiate Athletics

DATE: *8/27/07*

BY: *Mary G. Brooks* (ISU's Representative)
Mary G. Brooks (Printed Name)
Director of Purchasing (Title)

DATE: *8/27/07*

NIKE USA, Inc.
BY: *Tommy Kain*
Tommy Kain
Director, U.S. Sports Marketing

DATE: *9/24/07*

ATTACHMENT 1

ATTACHMENT 2

COMPANY'S CONSIDERATION TO ISU

Company shall provide ISU the following on an annual basis:

1. Sixty five thousand dollars (\$65,000) retail merchandise allowance to be allocated at ISU's discretion, plus (a) an additional one hundred seventy three thousand dollar (\$173,000) retail merchandise allowance for the Football Team, (b) an additional fifteen thousand dollar (\$15,000) cash allowance for head coach of the Men's Football Team, payable to ISU, (c) an additional ten thousand dollar (\$10,000) retail merchandise allowance for head coach of the men's Basketball Team, (d) an additional five thousand five hundred dollar (\$5,500) retail merchandise allowance for each of up to four (4) assistant basketball coaches, and (e) an additional twelve thousand dollar (\$12,000) retail merchandise allowance for the women's Basketball Team, to be allocated by the head coach.
2. Men's Basketball shall receive:
 - 18 Home sets of uniforms
 - 18 Away sets of uniforms
 - 60 Sets practice mesh
 - 125 Pair shoes
 - 30 Warm-ups
 - 30 Bags
 - 100 Pair socks
 - 20 Basketballs
 - 1500 Camp tees
 - 200 Polo shirts
 - 500 Camp balls
 - 100 Clipboards
3. Women's Basketball shall receive:
 - 18 Home sets of uniforms
 - 18 Away sets of uniforms
 - 36 Sets practice mesh
 - 100 Pair shoes
 - 25 Warm-ups
 - 25 Bags
 - 48 Pair socks
 - 24 Basketballs
 - 25 Polo shirts
 - 48 Sports bras
 - \$5,000 Wholesale camp allotment
4. Men's track shall receive:
 - 100 Comp track shoes
 - 45 Uniforms
 - 45 Warm-ups

- 45 Tights
- 45 Travel bags

5. Other sports as listed in section 3.3 shall receive:

- 50 Comp shoes
- 50 Comp polos
- 50 Warm-ups

6. Additional

- All footwear for teams shall be purchased at 10% below wholesale pricing.
- All equipment for teams shall be purchased at 10% below wholesale pricing.
- All apparel shall be purchased at wholesale pricing.
- All uniforms shall be purchased at wholesale pricing.

7. Early order price discounts shall be made available to ISU in addition to pricing established in Item 5.

ATTACHMENT 3

ISU'S CONSIDERATION TO COMPANY

- A. ISU shall make NIKE Products available on an exclusive basis to each sports as documented in the Contract Agreement to be worn and/or used by Head Coaches, Coaching Staff, Athletic Training Staff and other Staff during practices, games, exhibitions, clinics and other official or ISU-sanctioned activities (including but not limited to photo sessions and interviews) during which such the wear and/or use of Product would be appropriate. Competitors' products cannot be utilized during game day, practice day, or training day. Company acknowledges that the wearing of non-athletic footwear and apparel by a Head Coach or Coaching Staff in connection with his or her official coaching duties, as appropriate, shall not constitute a breach of this Agreement.
- B. Football head coach, and Men's Basketball head coach, shall each make two appearances on Company's behalf on an annual basis during the term of the contract. No additional fees shall be extended to the head coach for such appearances. Company is responsible for travel expenses.
- C. Company shall receive at no charge four (4) season tickets each contract year for football.
- D. Company shall receive at no charge thirty (30) tickets to one mutually agreed upon home game per contract year. Iowa and Nebraska game tickets are excluded from this consideration.
- E. Company shall receive at no charge eight (8) bowl tickets for post-season play.
- F. Company shall receive at no charge four (4) tickets to NCAA games they play in, and the right to purchase at face-value eight (8) tickets to each such game.

ATTACHMENT 4

PERFORMANCE INCENTIVES

Football

Qualifies for Big 12 Championship	\$2,500
Wins Big 12 Championship	\$5,000
Qualifies for BCS Championship	\$10,000
Wins BCS Championship Game	\$15,000
Wins National Championship	\$30,000

Men's Basketball

Qualifies for Sweet Sixteen Championship	\$5,000
Qualifies for Elite Eight Championship	\$7,500
Qualifies for Final Four Championship	\$10,000
Wins National Championship	\$30,000

Women's Basketball

Qualifies for Sweet Sixteen Championship	\$5,000
Qualifies for Elite Eight Championship	\$7,500
Qualifies for Final Four Championship	\$10,000
Wins National Championship	\$25,000

All other sports

Wins Conference Championship	\$2,500 merch, retail value
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CZ-82628-57

ISU

**AMENDMENT No. 1
TO
THE CONTRACT AGREEMENT BETWEEN
IOWA STATE UNIVERSITY AND NIKE USA, INC.**

This Amendment No. 1 ("Amendment 1") to the Contract Agreement between Iowa State University and Nike USA, Inc. ("Agreement") is made and entered as of this 17th day of November 2010, by and between Iowa State University (also referred to as "University" or "ISU") and Nike USA, Inc. ("Nike"). The sections shown below will be added as new sections or will modify or replace the corresponding sections noted below.

Capitalized terms used in this Amendment and not otherwise defined shall retain the meanings assigned to such terms in the Agreement.

The existing Agreement remains in effect until the Effective Date of this Amendment 1 and both parties shall fulfill all currently existing contract obligations. Thereafter the existing Agreement as modified by this Amendment 1 shall be in effect.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows, effective as of July 1, 2011:

Section 1.2 will be replaced by the updated Section 1.2 shown below to extend the term.

1.2 Term of Agreement This Agreement is effective on July 1, 2011 ("Effective Date") and by this Amendment the existing agreement shall be extended until June 30, 2018 unless otherwise earlier terminated as provided herein ("Agreement Term"). Each contract year of the Agreement shall commence on July 1 and end on June 30. Notwithstanding the fact that each contract year begins on July 1, both parties acknowledge and agree that Nike's rights and obligations under this Agreement begin on the Effective Date.

Section 3.3 will be replaced with the following updated paragraph

3.3 Teams Teams included under this Agreement for an exclusive "Head to Toe" (Footwear, apparel and Equipment) agreement are for the following sports with products that Nike can provide the aforementioned:

Men's: Football, Basketball, Track, Cross Country, Golf

Women's: Cheerleading, Basketball, Soccer, Softball, Cross Country, Track, Volleyball, Tennis, Golf, Swimming, Gymnastics

Attachment 2 will be replaced with the following to update the new amounts for 2011 to 2018

ATTACHMENT 2

COMPANY'S CONSIDERATION TO ISU

Company shall provide ISU the following on an annual basis:

1. Sixty Five thousand dollars (\$65,000) retail merchandise allowance to be allocated at ISU's discretion, plus (a) an additional one hundred ninety thousand dollar (\$190,000) retail merchandise allowance for the Football Team in 2011 to increase by \$10,000 in each of the seven contract years, to \$250,000 in contract year 7, (b) an additional fifteen thousand dollars (\$15,000) cash for head football coach, payable to ISU
2. Ten thousand dollars (\$10,000) retail merchandise allowance for head coach of the Men's Basketball Team plus (a) an additional five thousand five hundred dollars (\$5,500) retail merchandise allowance for the head coach to allocate for up to four (4) assistant basketball coaches, and (b) an additional twelve thousand dollars (\$12,000) retail merchandise allowance for the Women's Basketball Team, to be allocated by the head coach.
3. Men's Basketball shall receive the following allowance for product per year:
\$55,000
4. Women's Basketball shall receive the following allowance for product per year:
\$55,000
5. Men's track shall receive at no cost to ISU:
45 Uniforms
45 Warm-ups
45 Tights
45 Travel bags
100 Track Shoes
6. Other sports (combined) shall receive the following product allowance per year:
\$12,500
7. Additional

All footwear for teams shall be purchased at 10% below wholesale pricing.

All equipment for teams shall be purchased at 10% below wholesale pricing.

All apparel shall be purchased at wholesale pricing.

All uniforms shall be purchased at wholesale pricing.

Early order price discounts shall be made available to ISU in addition to pricing established.

Attachment 4 (Performance Incentives) from the original Agreement will be extended for the term of the Agreement and remain unchanged.

Section 3.7 will have the following additional paragraph added:

All sales and service will be a Direct (not through a third party vendor but serviced by Nike directly) relationship between Iowa State University and Nike. School must comply within Nike ordering guidelines to guarantee delivery. ISU will to identify one point person for equipment, and identify up to three people authorized to place orders.

Section 25 of the original Agreement was numbered incorrectly and will be renumbered as 3.13 and remain unchanged.

The following new section will be added as Section 3.14

3.14 Non-Compete Unless otherwise agreed in writing, Iowa State University will wear and use Nike products Head to Toe in all sports listed and will not wear or use competitor's products on either game day, practice day or during training without written agreement from Nike.

HAVING READ AND UNDERSTOOD this Amendment No.1 to the Agreement and IN WITNESS WHEREOF, the parties have hereunto signed this Amendment and caused it to be executed, in duplicate, with each of the copies to be considered an original.

IOWA STATE UNIVERSITY

NIKE USA, INC.

By: Jamie Pollard By: [Signature]

Name: Jamie Pollard Name: Tommy Kain

Title: Director of Athletics Purchasing Title: VP - NA Sports Mktg.

Date: 3-3-11 Date: 3/4/11

