

UNIVERSITY OF GEORGIA ALL-SPORT AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the University of Georgia Athletic Association ("UGAA"), for the benefit of the University of Georgia (hereinafter "UNIVERSITY"), having its principal administrative office at One Selig Circle, Athens, Georgia 30613 and NIKE USA, Inc. (hereinafter "NIKE"), an Oregon corporation 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 UGAA owns and/or controls all right, title and interest in and to the names, nicknames, mascots, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY's 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 UGAA and UNIVERSITY and their 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 Agreement, the terms set forth below shall be defined as follows:

- (a) "NIKE Group" shall mean NIKE USA, Inc., NIKE Retail Services, Inc. (d/b/a NikeTown), their parent NIKE, Inc., their licensees, distributors, subsidiaries, affiliates and any successor company.
- (b) "Covered Program(s)" shall mean the varsity football, men's and women's basketball, baseball, softball, women's soccer, men's and women's track & field, men's and women's tennis, men's and women's cross country, men's and women's golf, volleyball, swimming, gymnastics and such other varsity programs as may be added by UGAA during the term of this Agreement. For purposes of this Agreement, Covered Programs shall also include UGAA's official cheer, dance and spirit squads.
- (c) "UGAA Marks" shall mean the marks "Georgia Bulldogs," "Bulldogs," "Silver Britches" and any other names, nicknames, mascots, trademarks, service marks, logographics and/or symbols or other recognized references to UGAA or its Covered Programs.
- (d) "Flagship Program(s)" shall mean any of the following Covered Programs: Football; Men's Basketball; and Women's Basketball.
- (e) "Team" shall mean that group of athletes attending the UNIVERSITY's Athens campus during the term of this Agreement and comprising the roster of each Covered Program.
- (f) "Coach" shall mean an individual employed during the term of this Agreement to act as a head coach of a Covered Program.
- (g) "Coach Endorsement" shall mean the right to use a 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 endorsement used by such Coach, in connection with the advertisement, promotion and sale of NIKE Products.¹

¹ Except as otherwise provided herein, each Coach shall retain all rights in and to his or her name and endorsement, and neither UGAA nor any Coach shall be prevented from using, permitting or licensing others to use a Coach's name or endorsement in connection with the advertisement, promotion or sale of any product or service other than "Products" (as defined in Paragraph 1(m) hereof).

- (h) "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 UGAA during the term of this Agreement to provide services to the Covered Programs.
- (i) "Covered Program Activity" shall mean the official games, matches, meets, practices, trainings, exhibitions, events and public appearances of a Covered Program, in which a Team member, Coach and/or Staff member appears as an official representative of the UNIVERSITY.
- (j) "Contract Year" shall mean each consecutive twelve (12) month period from July 1 through June 30 during the term of this Agreement.
- (k) "NCAA" shall mean the National Collegiate Athletic Association.
- (l) "Conference" shall mean the Southeastern Conference ("SEC") or any other intercollegiate athletic conference of which UNIVERSITY is a member.
- (m) "Products" shall mean:
 - (1) all athletic and athletically inspired or derived footwear that members of any of Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in a Covered Program Activity;
 - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, base-layer apparel (i.e., compression/tight gear including padded and non-padded compression products), and similar apparel, practice wear, thermal wear, and performance undergarments (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in a Covered Program Activity;
 - (3) all other apparel articles of an athletic or athleisure nature including but not limited to 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, football gloves, batting gloves, golf gloves, weight training gloves, sleeves (e.g., single or double arm protective sleeves whether or not padded), and 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 a Covered Program Activity. NIKE shall have the exclusive right to provide to UGAA, and to sell at retail pursuant to the terms of Paragraph 4 hereunder, "Celebration Apparel." "Celebration Apparel" shall mean a product (e.g., T-shirts or caps) bearing UGAA Marks which is designed to commemorate UGAA's victory in an applicable championship (e.g., victory in a bowl game, tournament or national championship) which is commonly worn by Team members, Coaches and Staff immediately following the event on-field/on-court, in the locker room, and/or at a UGAA-sponsored celebration of the championship, and also includes any replica item of apparel which thereafter is made available for sale to the public. In the event NIKE elects not to create Celebration Apparel for a UGAA Flagship Program participating in a bowl game or other intercollegiate championship, NIKE shall so advise UGAA, and upon receipt of such notice UGAA shall have the right to license such rights to another licensee for that event only;
 - (4) basketballs, footballs, and soccer balls;

- (5) protective eyewear (e.g., football face mask eyeshields), eyewear with performance attributes and sunglasses;
 - (6) sports timing devices (including, without limitation, wristwatches and devices used for competition or training that are also used in combination with timing devices such as heart-rate monitors or calorimeters);
 - (7) recovery products (e.g., compression wear, suits, sleeves, tights, hose, footwear, etc.);
 - (8) golf balls, golf bags and golf clubs;
 - (9) travel bags, baseball equipment bags, fielding gloves, protective equipment (e.g., catcher's gear and helmets); and,
 - (10) such other equipment as NIKE may add to its Products lines at any time during the term of this Agreement and subject to the provisions of Paragraph 15 below.
- (n) "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 now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
 - (o) "Net Sales" shall mean the gross wholesale revenue received by NIKE from the sale of "Licensed Products" (as defined below), less cash, trade, sales and other program discounts, adjusted for legitimate merchandise returns credited to NIKE's customers; provided, however, that Net Sales shall not include sales of any such Licensed Products sold under license by an independent licensee of NIKE. Net Sales shall be net sales as are computed by NIKE's accounting system, guidance for which is established by generally accepted accounting principles (GAAP).
 - (p) "College Football Playoff" or "CFP" shall mean the two (2) bowl games designated from the following six (6) bowl games (or replacement bowl games) to serve as the CFP semifinals during the relevant Contract Year: Peach Bowl, Cotton Bowl, Orange Bowl, Sugar Bowl, Fiesta Bowl, and Rose Bowl.
 - (q) "Tier 1 Bowl Game" shall mean any non-CFP game with a team pay-out of not less than \$3 million.

2. TERM.

This Agreement shall remain in full force and effect for a period of ten (10) Contract Years, from July 1, 2014 through June 30, 2024 unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements. As of July 1, 2014, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement (specifically including the *University of Georgia Multi-Sport Agreement* between the parties entered into as of July 1, 1999, and all supplemental agreements, amendments and extensions thereto) or understanding whether oral or written, with respect to such subject matter.

3. GRANT OF RIGHTS.

- (a) On behalf of UNIVERSITY, UGAA hereby grants to NIKE, and NIKE hereby accepts, (1) the designation as "the exclusive supplier of the athletic footwear, apparel and accessory products of (each Covered Program)" and "the exclusive athletic footwear, apparel and accessories sponsor of (each Covered Program)", "the exclusive supplier of athletic footwear products of (each Covered Program)", "the exclusive athletic footwear sponsor of (each Covered Program)", and/or such similar designations as the parties may agree upon (collectively, the "Designations") and (2) the right to utilize

(subject to the approval provisions of Paragraph 12 below) the UGAA Marks, Coach Endorsements, 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 manufacture, advertising, marketing, promotion and sale of NIKE Products and programming. Such rights shall specifically include, but shall not be limited to, the following:

- (i) The exclusive right to supply Products for each Covered Program, and to use the applicable Designations.
 - (ii) The right to manufacture and sell (subject to Paragraph 4 below) NIKE Products bearing or incorporating UGAA Marks and to conduct promotions with and through NIKE retail accounts.
 - (iii) UGAA authorizes and licenses NIKE to use the trademarks and other intellectual property owned by UGAA contained in game photographs ("Game Photos"), and videotape and/or film footage of games ("Game Footage") of any and all Covered Programs. NIKE acknowledges and agrees that (1) the copyright in all such Game Footage is owned and controlled by the SEC and/or ESPN, Inc., (2) XOS Technologies, Inc. ("XOS") is currently the exclusive licensing agent for all such Game Footage and Game Photos, and NIKE must license such Game Footage and Game Photos from XOS (or from such successor agent as may replace XOS), (3) UGAA does not provide a license to NIKE to use the publicity (a/k/a name, image and likeness) rights of any student-athlete, (d) any use by NIKE of Game Photos and/or Game Footage is subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes, and (e) with respect to the use of Game Photos and Game Footage, NIKE will not knowingly take any action that would result in a violation of NCAA rules by UGAA, the UNIVERSITY, or any eligible athlete. In connection therewith, at NIKE's request, UGAA shall cause XOS (or such successor agent as may replace XOS) to grant to NIKE such license(s) at a rate(s) no less favorable than the best rate(s) offered by XOS (or such successor agent as may replace XOS) for such Game Photos and Game Footage.
- (b) NIKE acknowledges that UNIVERSITY currently procures certain performance athletic products from third parties for use by one or more Covered Programs. UNIVERSITY represents that set forth on Schedule A hereto is a true and complete listing of the supplied product for the associated Covered Program, and the expiration date of such product supply agreement, if any. The parties hereto agree that upon the expiration of such agreement(s) or third party supply, or upon six (6) months' advance written notice by NIKE to UGAA, the subject Products shall be deemed subject to all terms and conditions of this Agreement for the balance of the Term provided NIKE supplies UGAA the Product quantities that UNIVERSITY had then been procuring from such third party.

4. RETAIL LICENSING RIGHTS.

- (a) Upon commencement of this Agreement, UGAA shall enter into, or cause UNIVERSITY's licensing agent or agents to enter into, and maintain in full force and effect during the Term, a retail license or licenses granting NIKE the exclusive domestic right and license to use the UGAA Marks on and/or in connection with the manufacture and sale of Authentic Competition Apparel, and such additional products as NIKE may request to be added from time-to-time during the Term (collectively, "Licensed Products") subject to UGAA's approval, which approval shall not be unreasonably withheld (foregoing rights collectively, "Retail Rights"). UGAA further agrees that the royalty rate payable by NIKE with respect to such license or licenses shall be thirteen percent (13%) of Net Sales. UGAA and UNIVERSITY acknowledge that no royalty

shall be payable on product provided for UGAA, UNIVERSITY, Team, Coach or Staff use.

- (b) Throughout the Term, the UGAA shall not, directly or through any of its licensing agents (including the CLC) enter into, extend or renew any license with adidas, Reebok, Puma, Under Armour, and/or their brands, controlled brands or licensees. Further, following the expiration of any such license that may now be in effect with any such brand or licensee, neither the UGAA nor any of its licensing agents shall permit the sale within any UGAA-controlled venue (e.g., stadium or arena concessions) or retail establishment any product manufactured or sold by any of the foregoing companies, brands, controlled brands or licensees, if the UGAA controls the concession and/or retail operations therein. In the event UGAA outsources such concession and retail operation rights to a third party, the UGAA agrees to advise such third party of the UGAA's commitment to NIKE brand exclusivity and the UGAA's desire to support such exclusivity at retail.

5. NIKE'S PRODUCT SUPPLY OBLIGATIONS.

In partial consideration of the rights granted under this Agreement, each Contract Year, UGAA shall be entitled to order directly from NIKE, and receive, the below indicated amounts of NIKE Products for use by (or in connection with) the Covered Programs, by Coaches, Staff and members of the Athletic Department designated by the Athletic Director to have access to product through the "NIKE Elite" program, and by (or in connection with) UGAA-associated and/or Coach-associated camps and clinics. The aggregate retail value of supplied product that UGAA may order for each Contract Year shall be as set forth in the table below (each, an "Annual Product Allotment"). Such NIKE Products shall include, but shall not be limited to, game and practice uniforms, competition balls, and footwear for use by the Covered Programs.

1st Contract Year (2014-15)	\$2,000,000
2nd Contract Year (2015-16)	\$2,800,000
3rd Contract Year (2016-17)	\$2,800,000
4th Contract Year (2017-18)	\$2,900,000
5th Contract Year (2018-19)	\$2,900,000
6th Contract Year (2019-20)	\$3,000,000
7th Contract Year (2020-21)	\$3,000,000
8th Contract Year (2021-22)	\$3,100,000
9th Contract Year (2022-23)	\$3,100,000
10th Contract Year (2023-24)	\$3,200,000

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

- (a) The exact styles, sizes and delivery dates and, where appropriate, quantities of NIKE Products ordered under this Agreement shall be as reasonably specified by the UGAA. NIKE shall propose styles each year, at least two months prior to UGAA's order date for each sport, to allow UGAA adequate time for consideration.
- (b) If in any Contract Year UGAA requires additional NIKE Products for use by any Covered Program(s) (or any UGAA or Coach operated camp or clinic related to a Covered Program sport) and in amounts that exceed the Annual Product Allotment, then UGAA shall purchase any and all such Products directly from NIKE, or such authorized NIKE dealer as designated by NIKE. NIKE sale of such Products to UNIVERSITY shall be at NIKE published wholesale prices and subject to availability and NIKE standard sales terms and conditions. Except as otherwise described in this Agreement, in no event shall UGAA purchase any Products (including footwear and core basic apparel – e.g., T-shirts, shorts, fleece and socks), for Covered Program use

(or use by any UGAA or Coach operated camp or clinic related to a Covered Program sport), from any third-party without NIKE's approval, such approval not to be unreasonably withheld.

(c) All Products to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's Athletic Director or an authorized representative of UNIVERSITY's Athletic Director shall be filled by NIKE. No carry-over of unordered annual allotments of merchandise from one Contract Year to another shall be allowed and, at the conclusion of each Contract Year, UNIVERSITY shall be deemed to have waived any right to any unordered portion of the Annual Product Allotment for such Contract Year.

(d) UGAA acknowledges that:

- (1) The placement of the NIKE logo, as it is currently permitted by the NCAA and now placed by NIKE (in terms of size, location placement, color contrast/prominence and/or number of placements), on Authentic Competition Apparel is a bargained for material benefit contemplated by NIKE under this Agreement and that such continued degree of manufacturer logo prominence on competition product is of the essence of this Agreement. Accordingly, during the Term, UNIVERSITY shall take no action that shall have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting NIKE's logo placement rights on product as such logo now appears and is permitted by current relevant NCAA rules or regulations including, but not limited to, NCAA Rule 12.5.4. Notwithstanding anything contained in this subparagraph, UNIVERSITY further acknowledges that nothing herein shall be construed as a restriction of any right of NIKE to avail itself of such more favorable presentation or placement of its logo (e.g., size, color contrast, number of placements, location of placement, etc.) as may be currently permitted under NCAA, Conference and/or other applicable rules, or hereafter permitted by any subsequent relaxation in NCAA, Conference and/or other applicable rules.
- (2) 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. As long as UNIVERSITY places all 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	
Basics	July 1
Uniforms	August 1
Basketball	
Basics	July 1
Uniforms	October 1
All other Fall Athletic Programs	
Basics	July 1
Uniforms	August 1
All Spring Athletic Programs	
Basics	September 1
Uniforms	December 1

Notwithstanding the foregoing, however, if approved in writing 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 written, mutually agreed upon priority schedule. (By way of example, with respect to football product, footwear and practice wear would be delivered by July 1, game uniforms by photo day, and cold weather wear by October 1.)

- (3) From time-to-time, UNIVERSITY may require a Product for use in accordance with this Agreement that may still be in development at the time of the request and is therefore not commercially available through NIKE (an "Unavailable Product"), such as certain equipment, and NIKE cannot supply such Product to UNIVERSITY. Under such circumstances UNIVERSITY may use an Unavailable Product manufactured and/or sourced through a third-party provided, however, (i) such third-party cannot be a manufacturer or seller of footwear or athletic apparel unless otherwise agreed upon in writing by NIKE, (ii) the Product may not feature any third-party branding, (iii) UNIVERSITY shall not endorse or otherwise promote or advertise its use of such third-party's Product, and shall not knowingly permit such third-party to promote or advertise its association with UNIVERSITY, and (iv) UNIVERSITY shall switch to the use of such Product manufactured by NIKE at such time as such Product shall become available in NIKE's product line.
- (e) Each Contract Year, and provided UGAA has then ordered at least 350 pairs of football shoes under its Annual Product Allotment for such year, UGAA shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for team use, at the same time UGAA submits its annual order for the Products. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UGAA shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if for the 2014 Season UGAA has placed an initial order for 350 pairs of football shoes and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 150 pairs of football shoes—UGAA would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.)

NIKE shall not be liable to UGAA for any injury or damage suffered from wearing or using NIKE Products, except such injury or damage resulting from NIKE's adjudicated negligence. As UGAA and UNIVERSITY's Athletic Department has expertise and is experienced in the purchase of athletic goods, and has in its discretion selected NIKE to be the supplier of the products, ***to the extent permitted by law, UGAA specifically waives, only as against NIKE, all express warranties, and implied warranties of merchantability and fitness for a particular purpose.***

7. USE OF NIKE PRODUCTS.

- (a) Throughout the Term, UGAA shall cause UNIVERSITY to make NIKE Products available on an exclusive basis to each Covered Program to be worn and/or used by Team members, Coaches and Staff during practices, games, exhibitions, clinics, sports camps and other official or UGAA sanctioned Covered Program Activities (including but not limited to photo sessions and interviews) during which Team members, Coaches and Staff wear and/or use Products except as otherwise provided under this subparagraph and subparagraph 6(d)(3) above. (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.) UGAA shall cause UNIVERSITY to require all such Teams, Coaches and Staff to wear and/or use exclusively NIKE Products that have been designated by NIKE (including color and style) during such activities, except as otherwise permitted under subparagraph (1)

below, and not permit Athletic Department management or coaching staff (in performance of, or in connection with, their departmental or coaching duties) to disparage the quality or performance of NIKE Products.

- (1) If after having used NIKE footwear, a player shall at any time suffer any foot pain or discomfort attributable to such footwear which materially affects such player's performance, and is verified in writing by the Team's physician, UGAA shall promptly notify NIKE of such occurrence. Upon receipt of such notice, NIKE shall diligently seek to address such player's foot pain or discomfort and UGAA and UNIVERSITY shall fully cooperate with NIKE in its efforts to satisfy such player's special footwear requirements, including using UNIVERSITY's best efforts to encourage such player to fully cooperate with NIKE's remedial efforts and by facilitating such cooperation by the player. To the extent permissible under applicable NCAA and UNIVERSITY rules and regulations, such facilitation by UGAA and/or UNIVERSITY may include, but shall not be limited to, requesting that the player (w) make himself or herself available to be examined by a podiatrist or other qualified physician (located within the Athens metropolitan area) to assist NIKE in determining and verifying the nature and extent of the player's foot pain or discomfort connected with the use of such NIKE footwear, (x) make himself or herself available to NIKE for design consultations and/or tests conducted by NIKE's footwear research and design personnel to determine any special requirements of player's foot characteristics, (y) wear-test customized footwear developed by NIKE to meet such special requirements, and (z) provide NIKE with product feedback, as requested by NIKE, concerning player's findings with respect to such wear-testing (collectively, "Remedial Efforts"). During the period NIKE is engaged in Remedial Efforts, NIKE shall directly furnish player with footwear of his or her choice (produced by any manufacturer whatsoever) but with all visible manufacturer's identification removed or otherwise covered so as to completely obscure such manufacturer's identification.
 - (2) If notwithstanding Remedial Efforts, a player is still unable to wear NIKE footwear, then such player shall be permitted to wear non-NIKE footwear provided all visible manufacturer's identification is removed or otherwise covered so as to completely obscure such manufacturer's identification.
- (b) UGAA shall ensure that during Covered Program Activities no Team member, Coach or Staff member shall:
 - (1) Alter or permit the alteration of any NIKE Product worn or used by them to resemble a non-NIKE Product; or
 - (2) Wear any non-NIKE Products which have been altered to resemble NIKE Products.
 - (c) UGAA shall ensure that during all Covered Program Activities no Team member, Coach or Staff member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE except as permitted under subparagraphs 6(d)(3) and 7(a)(2) above.
 - (d) UGAA and UNIVERSITY acknowledge that "spatting" or otherwise taping NIKE athletic shoes worn by members of the Teams during practices, games, exhibitions, clinics, sports camps and other occasions during which Team members wear athletic shoes, is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement. Notwithstanding the foregoing, occasional, isolated spatting or taping as is deemed a bonafide medical necessity, and so evidenced by a prior written certification from a podiatrist or other qualified physician, or (y) taping of footwear with the approval of a Certified Athletic Trainer during the

course of a game, as a result of an injury sustained during that game by the player whose shoes are being taped, shall not be deemed a breach of this Agreement but shall be without prejudice to NIKE's reduction rights under Paragraph 16 below.

- (e) UGAA shall not permit (1) the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, UGAA or UNIVERSITY, to appear on NIKE Products worn or used by Coaches, Staff or Team members, or (2) any third party to screenprint upon, or otherwise embellish, any NIKE Product worn or used by Coaches, Staff or Team members except with UGAA Marks.
- (f) UNIVERSITY shall not re-sell any Products provided by NIKE pursuant to this Agreement except through an on-campus "tent" sale, "garage" sale or the like and in no event shall Products be sold to liquidators, jobbers, distributors, wholesalers, retailers, or any other individual or entity in the trade.

8. CASH & OTHER CONSIDERATION.

- (a) Base Compensation. Each Contract Year, as further consideration for the rights granted under this Agreement, NIKE shall pay to UGAA Base Compensation (subject to Paragraphs 16 and 18(b) below) in the amount of One Million Dollars (\$1,000,000), to be paid in two (2) equal semi-annual installments on July 1 and January 1 of each Contract Year.
- (b) Commitment Bonus. NIKE shall pay UGAA a one-time commitment bonus in the amount of Two Million Dollars (\$2,000,000) not later than thirty (30) days following full execution of this Agreement.
- (c) Performance Bonuses. In the event the indicated team achieves any of the following performances during any Contract Year, UGAA shall, within thirty (30) days of such accomplishment, invoice NIKE for payment of the corresponding bonus amount (and which bonus UGAA acknowledges may be subject to forfeit if not timely invoiced) which NIKE shall pay within thirty (30) days of its receipt thereof:

Football Bonuses	
Plays in SEC Championship Game	\$10,000
Wins SEC Championship Game	\$20,000
Plays in a Tier 1 Bowl Game	\$10,000
Plays in a CFP semifinals game	\$25,000
Plays in the National Championship game	\$50,000
Wins National Championship	\$100,000
Men's Basketball Bonuses	
Wins SEC Tournament Championship	\$10,000
NCAA Final Four Appearance	\$25,000
Wins National Championship	\$50,000
Women's Basketball Bonuses	
Wins SEC Tournament Championship	\$ 5,000
NCAA Final Four Appearance	\$10,000
Wins National Championship	\$15,000
Men's and Women's Swimming*	
Third Place at the National Championship	\$ 2,500
Second Place at the National Championship	\$ 5,000
Wins National Championship	\$10,000

*maximum bonus per Contract Year shall be \$20,000	
Men's Golf	
Wins Conference Championship	\$ 1,000
Wins NCAA Regional Championship	\$ 1,000
Wins NCAA National Championship	\$ 2,000
Baseball**	
Wins SEC Regular Season Championship	\$ 2,500
Wins SEC Tournament Championship	\$ 2,500
Qualifies for Omaha	\$ 5,000
Wins NCAA National Championship	\$10,000
**bonuses shall be non-cumulative (e.g., if the baseball team wins the NCAA National Championship, then the total eligible bonus for baseball for such Contract Year shall be \$10,000).	

Unless otherwise indicated above, all bonuses are cumulative (i.e., if men's basketball achieves all of the above performances, UGAA would be eligible for \$85,000 in bonuses). Notwithstanding the foregoing, UGAA acknowledges that if it is subject to a sanction(s) in which any of the above accomplishments is vacated, UGAA shall be required to return to NIKE any performance bonus paid for such vacated accomplishment within sixty (60) days of notice from NIKE (or, if UGAA so elects, NIKE may set-off such amounts against future cash payments due to UGAA).

- (d) Summer Internship. Each summer during the Term, NIKE shall fund a paid internship (valued at \$13,000 annually), to be served at NIKE's World Headquarters, for one undergraduate to be selected by NIKE from a pool of candidates to be developed and presented by UGAA.

9. PROMOTIONAL APPEARANCES.

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

- (a) Each Contract Year, upon reasonable prior notice and subject to any coaching commitment, if so requested by NIKE, UGAA shall make the Coach of each Covered Program available for a minimum of one (1) personal appearance on behalf of NIKE except that the Coach of the football team and men's and women's basketball teams shall each be made available for up to three (3) appearances. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events - and other public appearances. UGAA shall receive no additional compensation for such 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, UGAA shall cause UNIVERSITY to make its varsity athletic teams (other than football) available to participate in a NIKE-sponsored tournament or competition with no team required to make such an appearance more frequently than once within any 3-year period.
- (c) NIKE shall pay all reasonable and necessary travel and related expenses of each Coach, or team if applicable, in connection with any appearance hereunder.

10. NIKE SPONSOR BENEFITS.

Each Contract Year UGAA shall provide NIKE, as the exclusive footwear, apparel and accessories product supplier of UGAA's Covered Programs, with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

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

PROGRAM	No. TICKETS
Football	10 tickets and 2 sideline passes (as requested by NIKE)
CFP games or National Championship Game	20
Bowl games (other than CFP games)	10
Basketball (M)	16
Basketball Tournaments*(M)	10
Basketball (W)	16
Basketball Tournament (W)	10
All Other Programs	4

Each Contract Year, NIKE shall receive: (1) fifty (50) tickets (in addition to the above indicated 10 season tickets) to one mutually agreed upon football game; and (2) thirty (30) tickets (in addition to the above indicated 10 season tickets) to one mutually agreed upon men's basketball game, and thirty (30) tickets (in addition to the above indicated 10 season tickets) to one mutually agreed upon women's basketball game (collectively, "NIKE Game-day"). All tickets provided under the foregoing provisions shall be for adjacent seats; all football tickets shall be field level and between the 20 yard lines, all basketball tickets shall be court level and at or near center court (and in any event between the foul-shooting lines); UGAA shall provide tickets for all other Covered Programs in prime location seating. UGAA shall use best efforts to fulfil NIKE's requests for such additional quantities of tickets as it may reasonably request, such tickets to be best available.

- (b) (1) four (4) "VIP" parking passes at all football and basketball games; and (2) an exclusive area located at the football stadium, and one at the basketball arena, for NIKE, at its option and expense, to host hospitality events in conjunction with each home game.
- (c) Full-page, 4-color NIKE advertisements (camera-ready ad to be produced and provided by NIKE at its cost) in every game program that is published for each Covered Program.
- (d) NIKE name and/or logo recognition in the media guides, schedule cards, posters, newsletters and other sports related publications or collateral materials for each Flagship Program as well as in all appropriate athletic brochures and collateral and promotional materials, including videos, generated or commissioned by UGAA. UGAA shall make its best efforts to provide the same benefits to NIKE in connection with all other Covered Programs.
- (e) The opportunity to stage, at NIKE'S expense, promotional events and/or contests around designated home games/competitions, which events or contests may occur pre-game, during half-time or post-game, subject to UNIVERSITY's reasonable approval.
- (f) Reasonable access to Covered Program Activities, where appropriate, for the purpose of shooting Game Photos or Game Footage and/or conducting and taping post-game interviews.

- (g) UGAA shall provide, or make its best efforts to provide, the right to NIKE Product placement in all normal distribution channels, i.e. campus stores (e.g., UNIVERSITY bookstores), and/or to establish NIKE Shops and/or NIKE concept shops, and UGAA shall provide to NIKE the right to display and sell NIKE Products at UNIVERSITY's football stadium and basketball arena concessions stands and/or stores during all games (regardless of the sport) held therein.
- (h) NIKE shall be permitted, upon its reasonable request and at no charge, to use mutually agreed upon UNIVERSITY facilities in connection with community based programs and events held by NIKE.
- (i) In addition to the above, UGAA shall make its best efforts to afford NIKE advance notice and the opportunity to consider participation in any and all additional advertising opportunities, in any media, made available by UGAA during the Term.

Notwithstanding anything in this Agreement to the contrary, NIKE acknowledges that UGAA has conveyed to a third-party the rights to control and sell certain multi-media benefits which may include some or all of the sponsor benefits set forth in this Paragraph 10. As such, UGAA shall cause such third party (or its successor) to grant to NIKE, at a rate no less favorable than the best rates offered by such third party for that location and time, any and all such benefits.

11. DESIGN & MARKETING CONSULTATION.

UGAA acknowledges NIKE's industry leadership in the design of performance product and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation is a material inducement to UGAA's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UGAA and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon request by NIKE, UGAA shall allow and encourage designated Coaches and Staff to provide NIKE with written or oral reports concerning the NIKE Products supplied to each through NIKE's product development and testing program. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products. UGAA shall require that Coaches and Staff refrain from publicly stating any issues, concerns or complaints such individuals may have with respect to NIKE product quality and/or performance, and that any such expressions be communicated directly to NIKE which will in good faith endeavor to address such concerns as expeditiously as is practicable.

12. APPROVALS.

In the event NIKE desires to use the UGAA Marks or Coach Endorsement in any consumer advertising or promotion, NIKE shall first submit a sample or the concept of the proposed advertisement or promotion to UGAA for approval, which approval shall not be unreasonable withheld. UGAA shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within five (5) business days of its confirmed receipt thereof. UGAA's approval, or disapproval, shall be in writing. (If a submission is disapproved, UGAA's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been disapproved within ten (10) calendar days of receipt by UGAA 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 UGAA's further approval.

13. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) If UGAA desires to develop an additional trademark, service mark, symbol and/or logographic for use by Covered Programs (collectively, "New Logo"), UGAA shall notify

NIKE of such intention and provide NIKE with a first opportunity to present to UGAA NIKE's design services capabilities, or if the assignment is to be bid out, the opportunity to participate in the bid process for such design assignment. Should UGAA elect to have NIKE undertake such design assignment, NIKE shall provide such design services at no expense to UGAA except as provided below. In the event NIKE designs such New Logo and it is approved by UGAA, then UGAA shall be the sole owner of all right, title and interest in and to the New Logo and have the right to use it in connection with the University of Georgia for all purposes except that, for a 2-year period commencing with the Contract Year in which such New Logo is introduced at retail, NIKE shall have the exclusive right to sell Products bearing the New Logo. Thereafter, UGAA shall be free to license to third parties the use of the New Logo in connection with merchandise other than footwear and Authentic Competition Apparel. UGAA acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UGAA without UGAA's prior approval.

- (b) If UGAA desires to develop a new brand identity and/or redesign the uniforms used by Covered Programs or the Athletic Department, UGAA shall notify NIKE of such intention and provide NIKE with a first opportunity to present to UGAA NIKE's design services capabilities, or if the assignment is to be bid out, the opportunity to participate in the bid process for such design assignment. Should UGAA elect to have NIKE undertake such design assignment, or if UGAA participates in NIKE's Graphic Identity Group ("GIG") program, such assignment or participation shall be subject to additional mutually agreed upon terms and conditions.
- (c) NIKE recognizes the value of the UGAA Marks and acknowledges that the goodwill attached thereto belongs to UGAA and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UGAA Marks.
- (d) UGAA recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UGAA any rights, title or interest in or to the NIKE Marks.

14. RIGHT OF FIRST DEALING & FIRST REFUSAL, CONTRACT EXTENSION.

- (a) At NIKE's request, UGAA shall 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. Until January 1, 2024 (the "Exclusive Negotiating End Date"), UGAA shall not (nor shall UGAA permit its agents, attorneys or representatives to) engage in discussions or negotiations with any third party with respect to the supply and/or sponsorship of any Products after the Term ("Product Supply/Endorsement").
- (b) During the Term and for a period of one hundred twenty (120) days thereafter, NIKE shall have the right of first refusal for Product Supply/Endorsement, as follows: If UGAA receives any bona fide third-party offer at any time on or after the Exclusive Negotiating End Date with respect to any Product Supply/Endorsement, UGAA shall submit to NIKE in writing the specific terms of such bona fide third-party offer in its entirety, 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 third-party offer to notify UGAA in writing if it will enter into a new contract with UGAA on terms no less favorable to UGAA than the material, measurable and matchable terms (e.g., duration of term, covered programs, product categories, cash compensation, royalty rate and product supply quantities) of such third-party offer. If NIKE so notifies UGAA within such 15-day period, UGAA 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, UGAA may thereafter consummate an agreement with such third party on the terms of the offer made to UGAA. Prior to the Exclusive Negotiating End Date, UGAA 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.

- (c) In the event that the NCAA Division I Committee on Infractions sanctions the UNIVERSITY by placing the institution on probation for a "major violation" of NCAA rules (or UNIVERSITY self-imposes sanctions) that results in either (1) a post-season competition ban, or a ban on television appearances, for any Flagship Program, and/or (2) a reduction of the number of grants-in-aid (scholarships) by any one or more of the following: two (2) or more scholarships for two (2) or more seasons for Men's Basketball or Women's Basketball, or six (6) or more scholarships for two (2) or more seasons for Football, then in lieu of exercising its right of termination under Paragraph 18 below, NIKE shall have the right, exercisable upon written notice to UGAA, to extend the Term for the number of Contract Years that corresponds to the number of impacted seasons on the same terms in effect at the time of imposition of such sanctions (and subject to any applicable reductions) except that the Annual Product Allotment shall be Three Million Two Hundred Thousand Dollars (\$3,200,000) retail value for the 1st additional Contract Year, with a One Hundred Thousand Dollar (\$100,000) retail value biennial increase beginning the 2nd additional Contract Year and continuing for any additional Contract Years thereafter (i.e., consistent with the cadence of Annual Product Allotment increase for the 2nd through 9th Contract Years hereunder). (For example, if the football program was subject to a 2-year post-season competition ban, or 2-year loss of 6 scholarships, NIKE would be entitled to extend this Agreement for a period of 2 additional Contract Years.) Such right shall only be exercised after the issuance of a final decision following the conclusion of any appeal process.

15. RIGHTS FOR NEW PRODUCTS.

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 UGAA six (6) months' advance written notice of the particular item(s) then in development by NIKE. Once such item is commercially available, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(m) above and "NIKE Products" as defined in Paragraph 1(n) above and covered in all pertinent respects by the terms hereof and UGAA and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UGAA and UNIVERSITY shall make such new Product item(s) available to Team members, Coaches and/or Staff members, NIKE shall supply UNIVERSITY, free of charge, with sufficient quantities for such purpose, to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UGAA, UNIVERSITY, Team members, Coaches and/or Staff members are then receiving from a third party, and UGAA and UNIVERSITY shall thereupon distribute such new item(s) to Team members, Coaches and/or Staff members, as is appropriate, for use pursuant to the terms of this Agreement.

16. RIGHT OF REDUCTION, SET-OFF.

- (a) UGAA acknowledges that the principal inducements for NIKE's entrance into this Agreement are: (1) the wide-spread national television and other media exposure that the Flagship Programs annually receive, and (2) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or number of placements), on Authentic Competition Apparel and that such continued exposure is of

the essence of this Agreement. Accordingly, if in any Contract Year a 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 permitted are substantially diminished (in terms of size, location placement, color prominence and/or number of placements), in lieu of NIKE's exercise of its termination right under Paragraph 18 below, then for such Contract Year NIKE shall have the right to reduce UGAA's scheduled Base Compensation in accordance with the following:

PROGRAM	% REDUCTION
Basketball (M)	25%
Football	50%
Basketball (W)	15%

- (b) If NIKE logo placement rights are substantially diminished in a manner other than as enumerated above, NIKE and UGAA shall discuss in good faith an equitable reduction to scheduled Base Compensation to be paid UGAA prospectively taking into account the nature and extent of the diminution of rights.
- (c) UGAA further acknowledges that (1) the principal inducement for NIKE's entrance into this Agreement is the television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear upon the athletic shoes provided by NIKE to UGAA for use pursuant to this Agreement, (2) such continued brand exposure is of the essence of this Agreement, and (3) the unauthorized "spatting" or taping of shoes in any manner so as to obscure the NIKE logo and/or identifiable design elements of the shoes is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if after UGAA's receipt of written notice of a spatting violation, the coaching staff shall permit spatting or taping of NIKE footwear, absent medical documentation, in a manner inconsistent with the terms hereof (an "Occurrence"), in lieu of NIKE's exercise of its termination rights under Paragraph 18 below, NIKE shall have the right (in its sole discretion) to reduce UGAA's annual scheduled Base Compensation (for the Contract Year in which such breach occurs) in accordance with the reduction scale set forth below.

	% REDUCTION AMOUNT
1st Occurrence	10% of total annual Base Comp.
2nd Occurrence	15% of total annual Base Comp.
3rd Occurrence	25% of total annual Base Comp.

Successive reductions shall be cumulative (e.g., 3 occurrences would result in annual Base Compensation being reduced by a total of 50%), however NIKE may not take more than one spatting reduction for any single game.

- (d) Without prejudice to any other rights of NIKE hereunder or otherwise, if Coaches, Staff or Team members fail for any reason to wear or use NIKE Products in accordance with subparagraphs 7(a) and 7(b) above NIKE shall provide written notice of the violation and will work in good faith with UGAA to resolve the violation. After submission of written notice and good faith efforts to resolve violations, NIKE shall have the right to reduce UGAA's Base Compensation by ten percent (10%) for each subsequent breach in the same Covered Program.
- (e) NIKE shall have the right to set-off any amounts owed by UGAA to NIKE, hereunder or otherwise, against any amounts owed by NIKE to UGAA.

17. RIGHT OF TERMINATION BY UGAA.

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

- (a) NIKE is adjudicated insolvent or declares bankruptcy;
- (b) NIKE fails to make payment to UGAA of any sum due pursuant to this Agreement within thirty (30) days following NIKE's receipt of written notice from UGAA that such payment is past due;
- (c) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt of written notice from UGAA specifying such breach; or
- (d) NIKE shall be in material breach of the Fair Labor Association Workplace Code of Conduct (attached hereto as Exhibit A), as determined by a mutually agreeable independent monitor, which breach NIKE fails to cure within thirty (30) days (if curable within a 30-day period) following NIKE's receipt of written notice from UGAA specifying such breach. If for logistical or other reasons, it is impossible for NIKE to completely cure a particular condition within thirty (30) days, UGAA shall afford NIKE a mutually agreeable commercially reasonable period of time to achieve complete cure. For purposes of this subparagraph only, "in material breach" shall mean recurring material code violations by a contractor which NIKE has, despite knowledge of a contractor's recurring violations, failed to remedy.

18. RIGHT OF TERMINATION BY NIKE.

- (a) NIKE shall have the right to terminate this Agreement immediately upon written notice to UGAA if:
 - (1) UNIVERSITY ceases for any reason to field a Division I team in any of the Flagship Programs;
 - (2) The NCAA sanctions the UNIVERSITY by placing the institution on probation for a "major violation" of NCAA rules (or UNIVERSITY self-imposes sanctions) that results in any one or more of the following for more than one season with respect to any Flagship Program: a post-season competition ban and/or a ban on television appearances.
 - (3) Members of any Team fail to wear or use NIKE Products during practices, games, exhibitions, clinics, sports camps or other occasions during which Team members wear or use Products (including but not limited to photo sessions and interviews), or wear NIKE Products altered, spatted or taped, in violation of the provisions of Paragraph 7 above; provided, however, that NIKE shall have first provided written notice to UGAA of any such violation and such violation shall then recur during the same Contract Year;
 - (4) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement provided, however, that NIKE have first provided written notice to UGAA of any such failure and such failure shall then recur during the same Contract Year;
 - (5) Any Coach or Athletic Department senior administrator publicly disparages the quality and/or performance of NIKE Products;
 - (6) UGAA, UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product brand

exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence and/or number of placements) on Products or Licensed Products, 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 without limitation NIKE logo identification that appears on shoes or uniforms) with other commercial identification that is seen by home television viewers;

- (7) UGAA breaches any warranty, any provision of Paragraphs 6 or 7, or other material term of this Agreement, which breach UGAA fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UGAA of any such breach;
 - (8) Any Retail Licensing Rights are terminated by UNIVERSITY, UGAA or their agent(s); or
 - (9) UGAA's right to act as a cooperative organization is revoked, or UGAA is otherwise no longer authorized to act as a cooperative organization for the benefit of UNIVERSITY.
- (b) In the event of termination under this Paragraph or Paragraph 17, UGAA shall not be entitled to any further compensation under this Agreement, except any unpaid Base Compensation and Performance Bonuses earned prior to the effective date of termination, pro-rated (in the case of Base Compensation) over the entire Contract Year and calculated to the effective date of termination. Alternatively, NIKE shall have the right to receive from UGAA reimbursement for Base Compensation, if any, paid in excess of the amount to which UGAA would be entitled if the Base Compensation were pro-rated over the entire Contract Year, calculated to the effective date of termination. Any such payment shall be due within thirty (30) days of the date of termination.
19. NIKE POST-TERMINATION RIGHTS.
- Upon expiration or termination of this Agreement for any reason, NIKE shall have the right to:
- (a) Run any non-cancelable media involving the UGAA Marks and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination;
 - (b) For a period of six (6) months, complete and dispose of, on a non-exclusive basis, 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; and
 - (c) Use, in perpetuity, Game Photos or Game Footage (subject to Paragraph 3(a)(iii) above) for in-house exhibition for historical, educational or commemorative purposes.

20. REMEDIES.

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

21. 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 UGAA's obligation to notify NIKE of any address change.

NIKE USA, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Legal Dept., Sports Marketing Contracts Specialist	University of Georgia Athletic Association Attn: Director of Athletics One Selig Circle Athens, GA 30613
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22. RELATIONSHIP OF PARTIES.

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

23. ASSIGNMENT/DELEGATION/PASS THROUGH.

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

24. WAIVER.

The failure at any time of UGAA 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.

25. SEVERABILITY.

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement or any other provision and the illegal, invalid or unenforceable provision shall be deemed by the parties as replaced by such substitute provision as shall be drafted by NIKE, 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.

26. ADDITIONAL WARRANTIES.

UGAA represents and warrants that:

- (a) No agreement, contract, understanding or rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of the obligations of either party hereunder.

- (b) To the extent UGAA has approval rights over the use by any third party (e.g., other UNIVERSITY sponsors, broadcast partners, etc.) of any photographs or video footage in which NIKE Products appear as actually worn/used by Team members, Coaches and staff (e.g., game-action photos, photo day shots, television commercials featuring any Team member or Coach using or wearing Products, etc.) it shall not approve or permit such photos or video to be used with any NIKE Marks that appear therein removed, airbrushed, digitally altered or otherwise obscured.
- (c) Neither UGAA, UNIVERSITY nor any Coach nor Staff member is party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligations hereunder of UGAA, UNIVERSITY, Coaches or Staff. UGAA further represents and warrants that during the Term that it and UNIVERSITY will not:
 - (1) Except as permitted by Paragraph 6(d)(3), sponsor, endorse or allow any Coach or Staff member of any Covered Program to sponsor or endorse Products licensed, manufactured, branded or sold by any person or entity other than NIKE, or wear and/or use Products licensed, manufactured, branded or sold by any person or entity other than NIKE during Covered Program Activities;
 - (2) Enter into, or allow any Coach or Staff member of any Covered Program to enter into, any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any shoe company or other brand, licensor, manufacturer and/or seller of Products other than NIKE;
 - (3) Permit any sports camp or clinic operated or controlled by either UNIVERSITY or UGAA to enter into any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any shoe company or other brand, licensor, manufacturer and/or seller of Products other than NIKE;
 - (4) Sell to any person or entity Products purchased or provided hereunder by NIKE, except for the sale of game-worn jerseys for fundraising/auction purposes or in the normal course of disposal of surplus property in accordance with Paragraph 7(f);
 - (5) Permit the trade name, trademark, name, logo or any other identification of any manufacturer or seller of Products other than NIKE to appear on signage at UGAA-controlled practices, games, exhibitions, clinics, sports camps and other official or UGAA sanctioned Covered Program Activities (including but not limited to photo sessions and interviews);
 - (6) Permit any Team members, Coaches or Staff to wear or use products (other than Products) licensed, manufactured, branded or sold by any person or entity that licenses, manufactures, brands or sells Products other than NIKE during Covered Program Activities; or
 - (7) Take any action inconsistent with the endorsement of NIKE Products, or allow any Coach or Staff member to take any such action.
- (d) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.

27. CONFIDENTIALITY.

UGAA shall not (nor shall it permit UNIVERSITY or any employee, agent or representative thereof to) disclose the financial terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed to UGAA or UNIVERSITY (including information disclosed during audit), to any third party, except to its trustees or as may be required by law.

28. CAPTIONS.

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

29. ENTIRE CONTRACT.

As of the effective date hereof, this Agreement shall constitute the entire understanding between UGAA and NIKE and may not be altered or modified except by a written agreement, signed by both parties.

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

UNIVERSITY OF GEORGIA
ATHLETIC ASSOCIATION

By: 

Jere W. Morehead
President

NIKE USA, Inc.

By: _____

Tommy Kain
VP, North America Sports Marketing

By: 

Greg McGarvey
Director of Athletics

By: _____

Gary D. Way
Vice President & Global Counsel, Sports Marketing

Dated: _____

EXHIBIT A
Fair Labor Association Workplace Code of Conduct.

SCHEDULE A

Pre Existing Contracts

PROGRAM	SUPPLIED PRODUCT	SUPPLIER NAME	CONTRACT EXPIRATION (if applicable)



February 13, 2007

Mr. Damon Evans
University of Georgia Athletic Association
One Selig Circle
Athens, GA 30613

Re: Extension of Multi-Sport Agreement

Dear Damon:

This letter "Amendment and Extension Agreement" will confirm the understanding between the University of Georgia Athletic Association ("UGAA"), acting on behalf of the athletics programs of the University of Georgia, and Nike USA, Inc. ("NIKE") (collectively, "the parties") as follows:

1) UGAA and NIKE have been parties to an agreement titled "University of Georgia Multi-Sport Agreement," as previously amended and extended ("Multi-Sport Agreement") since its effective date of July 1, 1999. The Multi-Sport Agreement is currently in the midst of an option term ("Option Term") as a result of NIKE's exercise of its renewal option thereunder in 2003, and is presently scheduled to expire June 30, 2009. The parties desire to further amend and extend the Multi-Sport Agreement. This Amendment and Extension Agreement shall be effective upon execution, with the understanding that the affected Contract Years begin with the 2007-2008 Contract Year. In accordance with their terms, all previous amendments and additional sport agreements currently in effect (including without limitation their Products, appearances, cash, merchandise, and bonus provisions) are hereby ratified and extended for the Extended Term as defined below, except as otherwise expressly provided herein. Consistent with the foregoing, the provisions of such amendments and additional sport agreements shall continue as in the past to be in addition to the provisions of the Multi-Sport Agreement and this Amendment and Extension Agreement.

2) The Term of the Multi-Sport Agreement is hereby extended for a period of eight (8) additional years (the "Extended Term"), through June 30, 2017 (the "Extended Expiration Date"). The terms of this Amendment and Extension Agreement shall take effect as of July 1, 2007, thereby modifying the Multi-Sport Agreement as well as any other amendments thereto and any revisions thereof during the final two (2) Contract Years of the Option Term (2007-2008 and 2008-2009 Contract Years) as well as the Extended Term.

3) With regard to the amendments covering the Intercollegiate Athletic Programs in baseball, signed on or about August 26, 2005 ("Baseball Amendment") and golf, signed on or about August 26, 2005 ("Golf Amendment"), effective as of July 1, 2007:

A. BASEBALL. Paragraph 1 of the Baseball Amendment is no longer operative, consistent with the provisions of Paragraph 1 of this Amendment and Extension Agreement. Paragraph 3 is no longer operative; all baseball Products shall be provided pursuant to Paragraph 4.B. of this Amendment and Extension Agreement.

B. GOLF. Paragraph 1 and 2 of the Golf Amendment are no longer operative, consistent with the provisions of Paragraph 1 of this Amendment and Extension Agreement. Paragraph 9 of the Golf Amendment is no longer operative, and golf shall be deemed fully included in the provisions of Paragraph 4.B. of this Amendment and Extension Agreement, and Paragraph 12 of the Multi-Sport Agreement.

4) Also effective July 1, 2007:

A. Paragraph 4 of the Multi-Sport Agreement is amended to add the following at the end:

During the Term of the Agreement, the UGAA shall not, directly or through any of its licensing agents (including the Collegiate Licensing Company) enter into, extend or renew any license with adidas, Reebok, Puma, Under Armour and/or their brands, controlled brands or licensees. Further, following the expiration of any such license that may now be in effect with any such brand or licensee, neither the UGAA nor any of its licensing agents shall permit the sale within any UGAA-controlled venue (e.g., stadium or arena concessions) or retail establishment (e.g., University book store) any product manufactured or sold by any of the foregoing companies, brands, controlled brands or licensees, if the UGAA controls the concession and/or retail operations therein. In the event such concession and retail operation rights have been outsourced to a third party, the UGAA agrees to advise such third party of the UGAA's commitment to NIKE brand exclusivity and the UGAA's desire to support such exclusivity at retail.

B. Paragraph 5(a) of the Multi-Sport Agreement is amended by deleting the first grammatical paragraph and the table immediately following the first grammatical paragraph thereof, and substituting the following.

Each Contract Year beginning with the 2007-2008 Contract Year, in consideration of the commitments made by UGAA hereunder, NIKE shall supply to UGAA, free of charge (unless otherwise specified), NIKE Products valued at \$1,770,000 for the use of the Intercollegiate Athletic Programs, of which it is agreed that \$100,000 per year shall be for the use of the men's golf program and \$70,000 for the use of the women's golf program.

C. Paragraph 5(a)(1) of the Multi-Sport Agreement is hereby deleted in its entirety and replaced with the following:

Each Contract Year, and provided UGAA has then ordered at least 350 pairs of football shoes under its Annual Product Allotment for such year, UGAA shall be entitled to order direct from NIKE, on a "2 for 1" basis, additional football shoes for team use, at the same time UGAA submits its annual order for the Products. For purposes of this subsection, "2 for 1" shall mean that for every two (2) pairs of football shoes purchased from NIKE, UGAA shall receive from NIKE, free of charge, one (1) pair of football shoes. (By way of example illustrating the foregoing, if for the 2006 Season UGAA has placed an initial order for 350 pairs of football shoes and to be credited against its Annual Product Allotment, then places a subsequent single purchase order that season for an additional 150 pairs of football shoes—UGAA would pay published wholesale price for 100 pairs, and would receive 50 pairs free of charge.)

D. Paragraph 5(a)(i)(2) of the Multi-Sport Agreement is amended to delete "Seventy-Five Thousand Dollars (\$75,000)" and replace it with "One Hundred Seventy-Five Thousand Dollars (\$175,000)."

E. Paragraph 9(b) of the Multi-Sport Agreement is deleted in its entirety and replaced with the following:

In addition to the above, each summer during the Term, NIKE shall fund a paid internship, to be served at NIKE's World Headquarters, for one undergraduate student from UNIVERSITY, to be selected by NIKE after consultation with UGAA.

F. Paragraph 7(a) of the Multi-Sport Agreement is amended by deleting the table listing Intercollegiate Athletic Programs and tickets and replacing it with the following:

PROGRAM	No. TICKETS
Football	10 tickets and 2 sideline passes (as requested by NIKE)
Bowl games	10
Basketball (M)	16
Basketball Tournaments*(M)	10
Basketball (W)	16
Basketball Tournament (W)	10
All Other Programs	4

* Conference, invitational, NCAA, etc.

G. Paragraph 9(a) of the Multi-Sport Agreement is deleted in its entirety and replaced with the following:

Each Contract Year beginning with the 2007-2008 Contract Year, in consideration of the commitments made by UGAA hereunder, NIKE shall pay Base Compensation to UGAA in the amount of Six Hundred Thousand Dollars (\$600,000), in equal semiannual installments to be made on July 1 and January 1 of each Contract Year (and subject to Paragraphs 14 and 16 below), except that the first payment in the 2007-2008 Contract Year shall be due on July 1, 2007, or within thirty (30) days following the full execution of this Amendment and Extension Agreement, whichever is later.

H. Paragraph 9 of the Multi-Sport Agreement is hereby amended by adding the following Paragraphs 9(f), 9(g), and 9(h):

9. (f) In addition to the above, each Contract Year (unless otherwise indicated) beginning with the 2007-2008 Contract Year, UGAA shall be eligible to receive the following cumulative Bonuses based upon the performance of the Intercollegiate Athletic Program in football:

(i) If UNIVERSITY's football team plays in the SEC Championship game, NIKE shall pay UGAA a Bonus of \$5,000.

(ii) If UNIVERSITY's football team plays in a BCS bowl game, NIKE shall pay UGAA a Bonus of \$25,000.

(iii) If UNIVERSITY's football team wins the National Championship game, NIKE shall pay UGAA a Bonus of \$25,000.

(g) In addition to the above, each Contract Year (unless otherwise indicated) beginning with the 2007-2008 Contract Year, UGAA shall be eligible to receive the following cumulative Bonuses based upon the performance of the Intercollegiate Athletic Program in men's basketball:

(i) If UNIVERSITY's basketball team wins the SEC Championship by winning the regular season and/or the conference tournament, NIKE shall pay UGAA a total Bonus of \$10,000.

(ii) If UNIVERSITY's basketball team reaches the Final Four in the NCAA tournament, NIKE shall pay UGAA a Bonus of \$25,000.

(iii) If UNIVERSITY's basketball team wins the NCAA championship, NIKE shall pay UGAA a Bonus of \$25,000.

(h) In addition to the above, each Contract Year (unless otherwise indicated) beginning with the 2007-2008 Contract Year, UGAA shall be eligible to receive the following cumulative Bonuses based upon the performance of the Intercollegiate Athletic Program in women's basketball:

(i) If UNIVERSITY's basketball team wins the SEC Championship by winning the regular season and/or the conference tournament, NIKE shall pay UGAA a total Bonus of \$5,000.

(ii) If UNIVERSITY's basketball team reaches the Final Four in the NCAA tournament, NIKE shall pay UGAA a Bonus of \$10,000.

(iii) If UNIVERSITY's basketball team wins the NCAA championship, NIKE shall pay UGAA a Bonus of \$15,000.

I. Paragraph 12 of the Multi-Sport Agreement is amended as follows:

(i) Paragraph 12(a) is deleted.

(ii) Paragraph 12 (b) is renumbered 12(a) and Paragraph 12(c) is renumbered 12(b).

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

During the last three (3) Contract Years of this Agreement, at NIKE's request, UGAA shall 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 by January 1, 2017 (the "Exclusive Negotiating End Date"). Prior to the Exclusive Negotiating End Date, UGAA shall not engage in discussions or negotiations with any third party regarding product supply of any Intercollegiate Athletic Program with respect to any Products (or similar supply or promotional arrangement) ("Product Supply/Endorsement").

In all other respects, the Multi-Sport Agreement (as previously amended) is ratified, confirmed, renewed, and extended.

Please signify the assent of UGAA by signing below in the space provided and return both originals to my attention. After countersignature by NIKE, I will return one fully executed original to you

for your records. Thank you very much. NIKE is very happy to continue its relationship with the distinguished athletic programs of the University of Georgia.

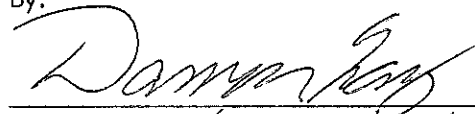
Very truly yours,

Kit Morris
Director, College Sports Marketing

ACCEPTED AND AGREED:

7L AS
UNIVERSITY OF GEORGIA
ATHLETIC ASSOCIATION


By:


Director of Athletics
Title

NIKE USA, INC.

By:


Tommy Kain
Director, US Sports Marketing


Peter H. Koehler, Jr.
Regional Counsel

4.06.07
Date

UNIVERSITY OF GEORGIA MULTI-SPORT AGREEMENT

THIS IS AN AGREEMENT made and entered into by and between the University of Georgia Athletic Association ("UGAA"), on behalf of the University of Georgia (hereinafter "UNIVERSITY"), having its principal administrative office at One Selig Circle, Athens, Georgia 30613 and NIKE USA, Inc. (hereinafter "NIKE"), an Oregon corporation 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 UGAA owns and/or controls all right, title and interest in and to the names, nicknames, mascots, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY's "Intercollegiate Athletic Programs" (as defined below); 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 UGAA and UNIVERSITY and their 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 Agreement, the terms set forth below shall be defined as follows:

- (a) "NIKE" shall mean NIKE USA, Inc., its parent NIKE, Inc., their licensees, distributors, subsidiaries, affiliates and any successor companies thereto.
- (b) "UGAA Marks" shall mean the marks "Georgia Bulldogs," "Bulldogs," "Silver Britches" and any other names, nicknames, mascots, trademarks, service marks, logographics and/or symbols or other recognized references to the University of Georgia or its Intercollegiate Athletic Programs.
- (c) "Intercollegiate Athletic Program(s)" shall mean the varsity football, men's and women's basketball, baseball, softball, women's soccer, men's and women's track & field, men's and women's tennis, men's and women's golf, volleyball, swimming, gymnastics and cheerleader teams sponsored by UNIVERSITY.
- (d) "Flagship Program(s)" shall mean any of the following Intercollegiate Athletic Programs: Football; Men's Basketball; and Women's Basketball.
- (e) "Team" shall mean that group of athletes attending the UNIVERSITY's Athens campus during the term of this Agreement and comprising the roster of each Intercollegiate Athletic Program.
- (f) "Game" shall mean game, match, meet, test or such other competition reference as is appropriate to each individual sport.
- (g) "Coach" shall mean an individual employed during the term of this Agreement to act as a head coach of an Intercollegiate Athletic Program.

- (h) "Skill Position" shall mean any of the following football positions: quarterback, running back, receiver, defensive back or linebacker.
- (i) "Coach Endorsement" shall mean the right to use a 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 endorsement used by such Coach, in connection with the advertisement, promotion and sale of NIKE Products.¹
- (j) "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 UGAA during the term of this Agreement to provide services to Intercollegiate Athletic Programs.
- (k) "Contract Year" shall mean each consecutive twelve (12) month period from July 1 through June 30 during the term of this Agreement except that the 1st Contract Year shall be the 10-month period commencing September 1, 1999 and concluding June 30, 2000.
- (l) "NCAA" shall mean the National Collegiate Athletic Association.
- (m) "Conference" shall mean the intercollegiate athletic conference of which UNIVERSITY is a member.
- (n) "Products" shall mean:
 - (1) all athletic and athletically inspired or derived footwear (specifically including, without limitation, hockey skates) that members of any of Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in their respective Intercollegiate Athletic Program;
 - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, and activewear (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in their respective Intercollegiate Athletic Program;
 - (3) all other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand-

¹ Except as otherwise provided herein, each Coach shall retain all rights in and to his or her name and endorsement, and neither UGAA nor any Coach shall be prevented from using, permitting or licensing others to use a Coach's name or endorsement in connection with the advertisement, promotion or sale of any product or service other than "Products" (as defined in Paragraph 1(n) hereof).

towels, receiver's and linemen's gloves, and batting gloves, that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in their respective Intercollegiate Athletic Program. NIKE shall have the exclusive right to provide to UGAA, and to sell at retail pursuant to the terms of Paragraph 4 hereunder, "Celebration Apparel." "Celebration Apparel" shall mean a product (e.g., T-shirts or caps) bearing UNIVERSITY Marks which is designed to commemorate the UNIVERSITY's victory in an applicable championship (e.g., victory in a bowl game, tournament or national championship) which is commonly worn by Team members, Coaches and Staff immediately following the event on-field/on-court, in the locker room, and/or at a UNIVERSITY-sponsored celebration of the championship, and also includes any replica item of apparel which thereafter is made available for sale to the public. In the event NIKE elects not to create Celebration Apparel for a UGAA Flagship Program participating in a bowl game or other intercollegiate championship, NIKE shall so advise UGAA, and upon receipt of such notice UGAA shall have the right to license such rights to another licensee for that event only;

- (4) basketballs, footballs, soccer balls and volleyballs;
 - (5) protective eyewear, eyewear with performance attributes and sunglasses;
 - (6) sports timing devices (including wristwatches, race timers, stopwatches, etc. and devices used for competition or training that are also used in combination with timing devices such as heart-rate monitors or calorimeters); and
 - (7) such other equipment as NIKE may add to its Product lines at any time during the term of this Agreement and subject to the provisions of Paragraph 13 below.
- (o) "Home Video" shall mean sports-themed instructional and entertainment home video products, and electronic, computer, arcade, video and virtual reality games and devices.
 - (p) "Video Games" shall mean sports-themed electronic, computer, arcade, video and virtual reality games and devices.
 - (q) "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., Bauer, Sports Specialties) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.

2. TERM.

This Agreement shall remain in full force and effect for a period of five (5) Contract Years, from July 1, 1999 through June 30, 2004 (the "Initial Term"), unless extended by NIKE for an additional 5-year period (the "Option Term") in accordance with Paragraph 12(a) below or sooner terminated in accordance with the terms and

conditions hereof (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

3. GRANT OF RIGHTS.

On behalf of UNIVERSITY, UGAA hereby grants to NIKE, and NIKE hereby accepts, (i) the designation as "the exclusive supplier of the athletic footwear, apparel and accessory products of (each Program)" and "the exclusive athletic footwear, apparel and accessories sponsor of (each Program)", "the exclusive supplier of athletic footwear products of (each Program)", "the exclusive athletic footwear sponsor of (each Program)", and/or such similar designations as the parties may agree upon (collectively, the "Designations") and (ii) the right to utilize (subject to the approval provisions of Paragraph 10 below) the UGAA Marks 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 manufacture, advertising, marketing, promotion and sale of NIKE Products and in the production and distribution of sports-themed programming. Such rights shall specifically include, but shall not be limited to, the following:

- (a) The exclusive right to supply Products for each Intercollegiate Athletic Program, and to use the applicable Designations.
- (b) The right to manufacture and sell (subject to Paragraph 4 below) NIKE Product and/or Home Video and Video Games bearing or incorporating UGAA Marks and to conduct promotions with and through NIKE retail accounts.
- (c) The right to use game photographs ("Game Photos"), videotape and/or film footage ("Game Footage") of any and all Intercollegiate Athletic Programs subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes. In connection therewith, at NIKE's request, UGAA shall permit NIKE to utilize, consistent with this Paragraph 3, Game Photos and Game Footage (owned and/or controlled by UGAA and/or UNIVERSITY), without a use fee, other than reasonable search and edit charges.

4. RETAIL LICENSING RIGHTS.

Upon commencement of this Agreement, UGAA shall enter into, or cause UNIVERSITY's licensing agent (currently the Collegiate Licensing Company) or agents to enter into, and maintain in full force and effect during the Term, a retail license or licenses granting NIKE exclusive worldwide rights with respect to the manufacture and sale of Authentic Competition Apparel, and such additional products as NIKE may request to be added from time-to-time during the Term (collectively, "Licensed Products") subject to UGAA's approval, which approval shall not be unreasonably withheld (foregoing rights collectively, "Retail Rights"). UGAA further agrees that the royalty rate payable by NIKE with respect to such license or licenses shall be seven and one-half percent (7.5%) throughout the Initial Term of this Agreement, and shall be eight percent (8%) during the Option Term if applicable. UGAA and UNIVERSITY acknowledge that no royalty shall be payable on product provided for UGAA, UNIVERSITY, Team, Coach or Staff use.

5. PRODUCT SUPPLY & USE OBLIGATIONS.

- (a) Each Contract Year, unless otherwise specified, NIKE shall supply to UNIVERSITY, free of charge (unless otherwise specified), specific NIKE Product as set forth on Exhibit A (which, at NIKE's discretion, may be "OTS" or in-line product [i.e., NIKE Product that does not bear any UGAA Marks] and may or may not bear any NIKE Marks) for use by the indicated Team (i.e., football, basketball, baseball, volleyball and women's soccer), its Coaches and Staff. For the other varsity athletic programs, each Contract Year each program shall receive a product allowance as set forth below and against which it may order NIKE Product. "Dealer's cost" as used herein shall mean a price not higher than NIKE's then-current published wholesale price for each item supplied:

Program	Allowance Amount
Men's Track & Field	\$ 5,000 (valued at dealer's cost)
Women's Track & Field	\$ 5,000 (valued at dealer's cost)
Men's Tennis	\$15,000 (valued at dealer's cost)
Women's Tennis	\$15,000 (valued at dealer's cost)
Men's Golf	\$ 5,000 (valued at dealer's cost)
Women's Golf	\$ 5,000 (valued at dealer's cost)
Men's Swimming	\$ 5,000 (valued at dealer's cost)
Women's Swimming	\$ 5,000 (valued at dealer's cost)
Gymnastics	\$ 5,000 (valued at dealer's cost)
Cheerleaders	\$ 5,000 (valued at dealer's cost)
Dance	\$ 5,000 (valued at dealer's cost)
Women's Softball	\$10,000 (valued at dealer's cost)

The exact styles, sizes and delivery dates and, where appropriate, quantities of such NIKE Products shall be mutually determined by NIKE and UNIVERSITY (and subject to subparagraph (1) below) for each Contract Year. UNIVERSITY may order and purchase additional quantities of the foregoing merchandise, or components thereof, from NIKE, or such local authorized team dealer as NIKE may designate, at NIKE's published wholesale prices (except as otherwise provided under subparagraph (2) below) for those or comparable Products. In no event shall UGAA or UNIVERSITY purchase such Products from any other third party. In addition, 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. All Product to be supplied by NIKE hereunder shall be delivered F.O.B. to UNIVERSITY. Only properly submitted orders from UNIVERSITY's Athletic Director or an authorized representative of UNIVERSITY's Athletic Director shall be filled by NIKE. No carry-over of unordered annual allotments of merchandise from one Contract Year to another shall be allowed. If any order (or orders) for all or part of any allotment of merchandise for any designated Intercollegiate Athletic Program is (or are) not received by NIKE prior to the conclusion of any Contract Year, then such program shall be deemed to have waived any right to the unordered portion

thereof. All Products provided to UNIVERSITY hereunder shall comply with all relevant NCAA rules and regulations, including, but not limited to, NCAA Rule 12.5.5 governing the use of logos on equipment, uniforms and apparel which govern the size and type of logo permitted.

(i) UGAA acknowledges that:

- (1) Annual product allotments shall be delivered to UNIVERSITY generally one (1) month prior to the start of the regular season for each Intercollegiate Athletic Program, and that annual allotments must typically be ordered 9-12 months in advance of each season to ensure timely delivery.
 - (2) From time-to-time, NIKE may elect to obtain certain apparel or accessory Products to be supplied hereunder (such as football game jerseys and pants) from third parties, or to provide UNIVERSITY with a mutually agreeable allowance with which to purchase certain of such Products from third parties that have been approved by NIKE, which approval shall not be unreasonably withheld. In either case, such Products shall, at NIKE's election, (x) bear the NIKE Swoosh Design and/or other NIKE Marks (as designated by NIKE), consistent with NCAA rules and regulations, or (y) not bear any marks.
- (1) With respect to the purchase of NIKE football shoes, receiver/lineman gloves or baseball shoes, only in connection with UNIVERSITY's annual initial order of shoes and gloves, UNIVERSITY may order additional pairs of football shoes, football gloves and/or baseball shoes, beyond its annual allocation as set forth on Exhibit A, on a "2-for-1" basis. For purposes of this Paragraph, "2-for-1" shall mean for every two (2) pairs of NIKE shoes and/or gloves purchased by UNIVERSITY from the NIKE designated dealer, UNIVERSITY shall receive one (1) pair of NIKE football shoes and/or gloves free. For example, if UNIVERSITY orders three hundred (300) pairs of NIKE football shoes in excess of the quantities set forth in Exhibit A, then of the 300 pairs, 200 shall be purchased through the NIKE team dealer, and the final 100 pairs shall be provided to UNIVERSITY free of charge. The parties acknowledge and agree that the prices for all shoes (and gloves) purchased hereunder shall be as set by the NIKE designated dealer.
 - (2) Each Contract Year, an annual individual merchandise allotment account shall be established for discretionary use by the Athletic Department. The aggregate maximum amount (in terms of retail value) of product that may be ordered annually pursuant to this account shall be Seventy-Five Thousand Dollars (\$75,000). All NIKE Product ordered pursuant to this account 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.
 - (3) NIKE shall not be liable to UGAA, UNIVERSITY, any Coach, or Staff for any injury or damage suffered from wearing or using NIKE Products,

except such injury or damage resulting from NIKE's adjudicated negligence. As UGAA and UNIVERSITY's Athletic Department has expertise and is experienced in the purchase of athletic goods, and has in its discretion selected NIKE to be the supplier of the products described in subparagraph (a) above, to the extent permitted by law, **UGAA and UNIVERSITY specifically waive, only as against NIKE, "all express warranties, and implied warranties of merchantability and fitness for a particular purpose.**

- (b) Throughout the Term, UGAA shall cause UNIVERSITY to make NIKE Products available on an exclusive basis to each Intercollegiate Athletic Program to be worn and/or used by Team members, Coaches and Staff during practices, games, exhibitions, clinics, sports camps and other official or UNIVERSITY sanctioned Intercollegiate Athletic Program activities (including but not limited to photo sessions and interviews) during which Team members, Coaches and Staff wear and/or use Products except as otherwise provided under this subparagraph and subparagraph 5(a)(i) above. (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.) UGAA shall cause UNIVERSITY to require all such Teams, Coaches and Staff to wear and/or use exclusively NIKE footwear or Products (as provided above) during such activities, except as otherwise permitted under subparagraph (i) below, and not permit Athletic Department management or coaching staff (in performance of, or in connection with, their departmental or coaching duties) to disparage the quality or performance of NIKE Products.
 - (i) If after having used NIKE footwear, a player shall at any time suffer any foot pain or discomfort attributable to such footwear which materially affects such player's performance, and is verified in writing by the Team's physician, UGAA shall promptly notify NIKE of such occurrence. Upon receipt of such notice, NIKE shall diligently seek to address such player's foot pain or discomfort and UGAA and UNIVERSITY shall fully cooperate with NIKE in its efforts to satisfy such player's special footwear requirements, including using UNIVERSITY's best efforts to encourage such player to fully cooperate with NIKE's remedial efforts and by facilitating such cooperation by the player. To the extent permissible under applicable NCAA and UNIVERSITY rules and regulations, such facilitation by UGAA and/or UNIVERSITY may include, but shall not be limited to, requesting that the player (w) make himself or herself available to be examined by a podiatrist or other qualified physician (located within the Athens metropolitan area) to assist NIKE in determining and verifying the nature and extent of the player's foot pain or discomfort connected with the use of such NIKE footwear, (x) make himself or herself available to NIKE for design consultations and/or tests conducted by NIKE's footwear research and design personnel to determine any special requirements of player's foot characteristics, (y) wear-test customized footwear developed by NIKE to meet such special requirements, and (z) provide NIKE with product feedback, as requested

by NIKE, concerning player's findings with respect to such wear-testing (collectively, "Remedial Efforts"). During the period NIKE is engaged in Remedial Efforts, NIKE shall directly furnish player with footwear of his or her choice (produced by any manufacturer whatsoever) but with all visible manufacturer's identification removed or otherwise covered so as to completely obscure such manufacturer's identification. If notwithstanding Remedial Efforts, a player is still unable to wear NIKE footwear, then such player shall be permitted to wear non-NIKE footwear provided all visible manufacturer's identification is removed or otherwise covered so as to completely obscure such manufacturer's identification.

- (1) UGAA shall ensure that no Team member, Coach or Staff member shall:
 - (i) Alter or permit the alteration of any NIKE Product worn or used by them to resemble a non-NIKE Product; or
 - (ii) Wear any non-NIKE Products which have been altered to resemble NIKE Products.
- (2) UGAA shall ensure that during all Intercollegiate Athletic Program activities no Team member, Coach or Staff member shall wear and/or use any athletic footwear, or other Products, manufactured by companies other than NIKE except as permitted under Paragraphs 5(a)(i) and 5(b)(i) above.
- (3) UGAA and UNIVERSITY acknowledge that "spatting" or otherwise taping NIKE athletic shoes worn by members of the Teams during practices, games, exhibitions, clinics, sports camps and other occasions during which Team members wear athletic shoes, is inconsistent with the purpose of this Agreement and the benefits to be derived from it by NIKE and is a material breach of this Agreement. (x) Notwithstanding the foregoing, occasional, isolated spatting or taping as is deemed a bona-fide medical necessity, and so evidenced by a prior written certification from a podiatrist or other qualified physician, or (y) taping of footwear with the approval of a Certified Athletic Trainer during the course of a game, as a result of an injury sustained during that game by the player whose shoes are being taped, shall not be deemed a breach of this Agreement but shall be without prejudice to NIKE's reduction rights under Paragraph 14 below.
- (4) UGAA shall ensure that UNIVERSITY not permit (i) the trade name, trademark, name, logo or any other identification of any person, company or business entity other than NIKE, or UNIVERSITY if approved by NIKE, to appear on NIKE Products worn or used by Coaches, Staff or Team members, or (ii) any third party to screenprint upon, or otherwise embellish, any NIKE Product worn or used by Coaches, Staff or Team members.

6. PROMOTIONAL APPEARANCES.

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

- (a) Each Contract Year, upon reasonable prior notice and subject to any coaching commitment, if so requested by NIKE, UGAA shall make the Coach of each Intercollegiate Athletic Program available for a minimum of one (1) personal appearance on behalf of NIKE except that the Coach of the football team and men's and women's basketball teams shall each be made available for up to three (3) appearances. No single appearance shall exceed twenty-four (24) hours in duration, including travel time, unless otherwise agreed upon in advance. Such appearances may include, but are not limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. UGAA shall receive no additional compensation for such 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, UGAA shall cause UNIVERSITY to make its varsity athletic teams available to participate in a NIKE-sponsored tournament or competition with no team required to make such an appearance more frequently than once within any 3-year period.

NIKE shall pay all reasonable and necessary travel and related expenses of each Coach, or team if applicable, in connection with any appearance hereunder.

7. NIKE SPONSOR BENEFITS.

As the exclusive footwear, apparel and accessories product supplier of each of the above-indicated programs, each Contract Year, UGAA shall provide NIKE with the following promotional benefits at no additional cost to NIKE except as otherwise indicated:

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

PROGRAM	No. TICKETS
Football	4 "VIP" tickets and 2 sideline passes (for use by NIKE product service staff)
Bowl games	10
Basketball (M)	16
Basketball Tournaments*(M)	10
Basketball (W)	16
Basketball Tournament (W)	10
All Other Programs	4

* Conference, invitational, NCAA, etc.

Each Contract Year, NIKE shall receive: (i) fifty (50) tickets (in addition to the above indicated 4 season tickets) to one mutually agreed upon football game; and (ii) thirty (30) tickets (in addition to the above indicated 10 season tickets) to one mutually agreed upon men's basketball game, and thirty (30) tickets (in

addition to the above indicated 10 season tickets) to one mutually agreed upon women's basketball game (collectively, "NIKE Game-day"). All tickets provided under the foregoing provisions shall be for adjacent seats; all football tickets shall be field level and between the 20 yard lines, all basketball tickets shall be court level and at or near center court (and in any event between the foul-shooting lines); UGAA shall provide tickets for all other Programs in prime location seating. UGAA shall use best efforts to fulfill NIKE's requests for such additional quantities of tickets as it may reasonably request, such tickets to be best available.

- (b) (i) four (4) "VIP" parking passes at all football and basketball games; and (ii) an exclusive area located at the football stadium, and one at the basketball arena, for NIKE, at its option and expense, to host hospitality events in conjunction with each home game.
- (c) Full-page, 4-color NIKE advertisements (camera-ready ad to be produced and provided by NIKE at its cost) in every game program that is published for each Intercollegiate Athletic Program.
- (d) NIKE name and/or logo recognition in the media guides, schedule cards, posters, newsletters and other sports related publications or collateral materials for each Flagship Program as well as in all appropriate athletic brochures and collateral and promotional materials, including videos, generated or commissioned by UGAA. UGAA shall make its best efforts to provide the same benefits to NIKE in connection with all other Intercollegiate Athletic Programs.
- (e) The opportunity to stage, at NIKE'S expense, promotional events and/or contests around designated home games/competitions, which events or contests may occur pre-game, during half-time or post-game, subject to UNIVERSITY's reasonable approval.
- (f) Reasonable access to Intercollegiate Athletic Program activities, where appropriate, for the purpose of shooting Game Photos or Game Footage and/or conducting and taping post-game interviews.
- (g) UGAA shall provide, or make its best efforts to provide, the right to NIKE Product placement in all normal distribution channels, i.e. campus stores (e.g., UNIVERSITY bookstores) system-wide, and/or to establish NIKE Shops and/or NIKE concept shops, and UGAA shall provide to NIKE the right to display and sell NIKE Products at UNIVERSITY's football stadium and basketball arena concessions stands and/or stores during all games (regardless of the sport) held therein.
- (h) NIKE shall be permitted, upon its reasonable request and at no charge, to use mutually agreed upon UNIVERSITY facilities in connection with community based programs and events held by NIKE (such as its P.L.A.Y. program).
- (i) In addition to the above, UGAA shall make its best efforts to afford NIKE advance notice and the opportunity to consider participation in any and all additional advertising opportunities, in any media, made available by UGAA during the Term.

8. DESIGN & MARKETING CONSULTATION.

UGAA acknowledges NIKE's industry leadership in the design of performance product and its expertise and innovation in the area of sports marketing and that such leadership, expertise and innovation is a material inducement to UGAA's entrance into this Agreement. NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UGAA and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE Products, and is of the essence of this Agreement. Upon request by NIKE, UGAA shall allow and encourage designated Coaches and Staff to provide NIKE with written or oral reports concerning the NIKE Products supplied to each through NIKE's product development and testing program. Such reports shall address the fit, wear characteristics, materials and construction techniques of such Products. UGAA shall require that Coaches and Staff refrain from publicly stating any issues, concerns or complaints such individuals may have with respect to NIKE product quality and/or performance, and that any such expressions be communicated directly to NIKE which will in good faith endeavor to address such concerns as expeditiously as is practicable.

9. CONSIDERATION.

- (a) In addition to the product support set forth above, each Contract Year (unless otherwise indicated), NIKE shall pay UGAA cash compensation in the amount set opposite the below indicated Contract Year, to be paid in equal semiannual installments to be made on July 1 and January 1 of each Contract Year (and subject to Paragraphs 14 and 16 below), except that the first payment in the 1st Contract Year shall be due on July 1, 1999, or within thirty (30) days after full execution of this Contract, whichever is later:

1st Contract Year	\$ 400,000
2nd Contract Year	\$ 400,000
3rd Contract Year	\$ 400,000
4th Contract Year	\$ 400,000
5th Contract Year	\$ 400,000
6th Contract Year (if option is exercised)	\$ 400,000
7th Contract Year (if option is exercised)	\$ 400,000
8th Contract Year (if option is exercised)	\$ 400,000
9th Contract Year (if option is exercised)	\$ 400,000
10th Contract Year (if option is exercised)	\$ 400,000

- (b) In addition to the above, each summer during the Term, NIKE shall fund a paid internship, to be served at NIKE's World Headquarters, for one undergraduate student-athlete to be selected by UGAA in consultation with NIKE, and consistent with NIKE's skill requirements.
- (c) In addition to the above, UNIVERSITY shall be eligible to receive the following Bonuses based upon the performance of the Intercollegiate Athletic Program in swimming:
- (i) If the Men's and/or Women's swimming team wins the national championship, NIKE shall pay UGAA a Bonus of \$10,000.

- (ii) If the Men's and/or Women's swimming team is the runner-up to the national championship (i.e. places second), NIKE shall pay UGAA a Bonus of \$5,000.
- (iii) If the Men's and/or Women's swimming team is the second runner-up to the national championship (i.e. places third), NIKE shall pay UGAA a Bonus of \$2,500.
- (iv) The Bonuses recited in this Paragraph 9(c) shall be cumulative; e.g. if both the Men's and the Women's swimming teams win their respective national championships in the same Contract Year, then NIKE shall pay UGAA a total Bonus of \$20,000 for that Contract Year, etc. The maximum Bonus under this Paragraph 9(c) shall be \$20,000 per year.

10. APPROVALS.

In the event NIKE desires to use the UGAA Marks in any consumer advertising or promotion, NIKE shall first submit a sample or the concept of the proposed advertisement or promotion to UGAA for approval, which approval shall not be unreasonably withheld. UGAA shall use its best efforts to advise NIKE of its approval or disapproval of the sample or concept within five (5) business days of its confirmed receipt thereof. UGAA's approval, or disapproval, shall be in writing. (If a submission is disapproved, UGAA's written notice thereof shall set forth in reasonable detail the basis for such disapproval.) Any submitted item that has not been disapproved within ten (10) calendar days of confirmed receipt by UGAA 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 UGAA's further approval.

11. DEVELOPMENT OF NEW LOGO & TRADEMARK OWNERSHIP.

- (a) If UNIVERSITY desires to develop an additional trademark, service mark, symbol and/or logographic for use by Intercollegiate Athletic Programs (collectively, "New Logo"), UNIVERSITY shall notify NIKE of such intention and provide NIKE with a first opportunity to present to UNIVERSITY NIKE's design services capabilities, or if the assignment is to be bid out, the opportunity to participate in the bid process for such design assignment. 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 UGAA, then UGAA shall be the sole owner of all right, title and interest in and to the New Logo and have the right to use it in connection with the University of Georgia for all purposes except that, for 1-year period commencing with the Contract Year in which such New Logo is introduced at retail, NIKE shall have the exclusive right to sell Products bearing the New Logo. Thereafter, UGAA shall be free to license to third parties the use of the New Logo in connection with merchandise other than footwear and Authentic Competition Apparel. UGAA acknowledges that all trademark/copyright registration and maintenance expenses in connection with the New Logo shall

be at its expense and NIKE agrees that it shall not incur any such expense on behalf of UGAA without UGAA's prior approval.

- (b) NIKE recognizes the value of the UGAA Marks and acknowledges that the goodwill attached thereto belongs to UGAA and that nothing in this Agreement serves to assign, convey or transfer to NIKE any rights, title or interest in or to the UGAA Marks.
- (c) UGAA recognizes the value of the NIKE Marks and acknowledges that the goodwill attached thereto belongs to NIKE and that nothing in this Agreement serves to assign, convey or transfer to UGAA any rights, title or interest in or to the NIKE Marks.

12. CONTRACT EXTENSION, RIGHT OF FIRST DEALING & FIRST REFUSAL.

- (a) NIKE shall have the option, in its sole discretion, to extend this Agreement for an additional period of five (5) Contract Years, upon the same terms as apply with respect to the 5th Contract Year of the Initial Term, exercisable upon NIKE's written notice of its election furnished to UGAA by no later than October 1, 2003.
- (b) After the Initial Term, or Option Term (if exercised), at NIKE's request, UGAA shall 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 by January 1, 2004 (or January 1, 2009 in the event NIKE has exercised its option). Prior to January 1, 2004 (or January 1, 2009 as the case may be) (the "Exclusive Negotiating End Date"), UGAA shall not (nor shall UNIVERSITY, its agents, attorneys or representatives) engage in discussions or negotiations with any third party regarding product supply of any Intercollegiate Athletic Program with respect to any Products (or similar supply or promotional arrangement) ("Product Supply/Endorsement").
- (c) During the Term and for a period of six (6) months thereafter (and 6 months after the Option Term if exercised), NIKE shall have the right of first refusal for Product Supply/Endorsement, as follows: If UGAA receives any bona fide third party offer at any time on or after the Exclusive Negotiating End Date with respect to the supplying or endorsement of any Product Supply/Endorsement, UGAA shall submit to NIKE in writing the specific terms of such bona fide third party offer. NIKE shall have fifteen (15) business days from the date of its receipt of such third party offer to notify UGAA in writing if it will enter into a new contract with UGAA on terms no less favorable to UGAA than the material, measurable and matchable terms (e.g., duration of term, covered programs, product categories, cash compensation and product supply quantities) of such third party offer. If NIKE so notifies UGAA within such 15-day period, UGAA 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, UGAA may thereafter consummate an agreement with such third party on the terms of the offer made to UGAA. Prior to the Exclusive Negotiating End Date, UGAA 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.

13. RIGHTS FOR NEW PRODUCTS.

From time-to-time during the term of this Agreement, NIKE may add to its Products line one or more items of sports equipment. If at any time during the Term NIKE shall have a bona fide intention to expand its Products line by adding any such item(s), then NIKE shall give UGAA six (6) months' advance written notice of the particular item(s) then in development by NIKE. Once such item is commercially available, then such item(s) shall thereafter be deemed to be included in "Products" as defined in Paragraph 1(n) above and "NIKE Products" as defined in Paragraph 1(q) above and covered in all pertinent respects by the terms hereof and UGAA and UNIVERSITY shall no longer be permitted to source such Products from a manufacturer other than NIKE. Thereafter, UGAA and UNIVERSITY shall make such new Product item(s) available to Team members, Coaches and/or Staff members, NIKE shall supply UNIVERSITY, free of charge, with sufficient quantities for such purpose, to be mutually agreed upon by the parties, including quantities equal to or greater than the quantities of any comparable item(s) which UGAA, UNIVERSITY, Team members, Coaches and/or Staff members are then receiving from a third party, and UGAA and UNIVERSITY shall thereupon distribute such new item(s) to Team members, Coaches and/or Staff members, as is appropriate, for use pursuant to the terms of this Agreement.

14. RIGHT OF REDUCTION, SET-OFF.

- (a) UGAA acknowledges that the principal inducements for NIKE's entrance into this Agreement are: (i) the wide-spread national television and other media exposure that the Flagship Programs annually receive, and (ii) the accompanying prominent brand exposure NIKE receives through the placement of the NIKE logo, as it currently appears (in terms of size, location placement, color prominence and/or number of placements), on Authentic Competition Apparel and that such continued exposure is of the essence of this Agreement. Accordingly, if in any Contract Year a Flagship Program is banned from television appearances or if, for any reason, NIKE's logo placement rights on Products as currently permitted are diminished (in terms of size, location placement, color prominence and/or number of placements), in lieu of NIKE's exercise of its termination right under Paragraph 16 below, then for such Contract Year NIKE shall have the right to reduce UGAA's scheduled cash compensation in accordance with the following:

PROGRAM	% REDUCTION
Football	50%
Basketball (M)	25%
Basketball (W)	15%

- (b) If NIKE logo placement rights are diminished in a manner other than as enumerated above, or if the football or basketball (M,W) programs are penalized by the NCAA in a manner other than the reduction or elimination of television appearances, NIKE shall have the right to in good faith equitably

reduce scheduled cash compensation to be paid UGAA prospectively taking into account the nature and extent of the diminution of rights.

- (c) UGAA further acknowledges that (i) the principal inducement for NIKE's entrance into this Agreement is the television and other media exposure that the NIKE brand receives through the prominent visibility of the NIKE logos that appear upon the athletic shoes provided by NIKE to UGAA for use pursuant to this Agreement, (ii) such continued brand exposure is of the essence of this Agreement, and (iii) the unauthorized "spatting" or taping of shoes in any manner so as to obscure the NIKE logo and/or identifiable design elements of the shoes is inconsistent with the purpose of this Agreement and the expected benefits to be derived from it by NIKE and is a material breach of this Agreement. Accordingly, if the coaching staff shall permit spatting or taping of NIKE footwear, other than as permitted under Paragraph 5(b) above, in lieu of NIKE's exercise of its termination rights under Paragraph 16 below, NIKE shall have the right (in its sole discretion) to reduce UGAA's annual scheduled cash compensation (for the Contract Year in which such breach occurs) in accordance with the reduction scale set forth below and provided NIKE has provided UGAA with notice of such spatting and the opportunity to cure prior to the team's next scheduled game.

	% REDUCTION AMOUNT
1 st Occurrence	10% of total annual cash compensation
2 nd Occurrence	15% of total annual cash compensation
3 rd Occurrence	25% of total annual cash compensation

Successive reductions shall be cumulative (i.e., 3 occurrences would result in annual cash compensation being reduced by a total of 50%).

15. RIGHT OF TERMINATION BY UGAA.

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

- (a) NIKE is adjudicated insolvent or declares bankruptcy;
- (b) NIKE fails to make payment to UGAA of any sum due pursuant to this Agreement within thirty (30) days following NIKE's receipt of written notice from UGAA that such payment is past due;
- (c) NIKE shall be in material breach of this Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt of written notice from UGAA specifying such breach; or
- (d) NIKE shall be in material breach of the White House Apparel Industry Partnership (the "AIP") Code of Conduct (attached hereto as Exhibit B), as determined by a mutually agreeable independent monitor, which breach NIKE fails to cure within thirty (30) days (if curable within a 30-day period) following NIKE's receipt of written notice from UGAA specifying such breach. If for logistical or other reasons, it is impossible for NIKE to completely cure a particular condition within thirty (30) days, UGAA shall afford NIKE a mutually agreeable commercially reasonable period of time to achieve complete cure. For purposes of this subparagraph only, "in material breach" shall mean

recurring material code violations by a contractor which NIKE has, despite knowledge of a contractor's recurring violations, failed to remedy.

16. RIGHT OF TERMINATION BY NIKE.

- (a) NIKE shall have the right to terminate this Agreement immediately upon written notice to UGAA if:
- (1) Any Flagship Program is placed on NCAA probation or UNIVERSITY ceases for any reason to field a Division I team in any of the Flagship Programs;
 - (2) Members of any Team fail to wear or use NIKE Products during practices, games, exhibitions, clinics, sports camps or other occasions during which Team members wear or use Products (including but not limited to photo sessions and interviews), or wear NIKE Products altered, spatted or taped, in violation of the provisions of Paragraph 5 above; provided, however, that NIKE shall have first provided written notice to UGAA of any such violation and such violation shall then recur during the same Contract Year;
 - (3) The football team shall engage in a "pattern" of spitting. For purposes of this provision, a "pattern" shall be deemed to exist if during any single season more than three (3) players at a Skill Position shall continue to spit in violation of Paragraph 5(b) and after UGAA has been provided written notice from NIKE of such spitting;
 - (4) Any Coach, Staff or Team member fails to perform any material obligations provided for in this Agreement;
 - (5) UGAA, UNIVERSITY, the NCAA, the Conference or any assignee thereof (including any licensing agent or broadcast partner of the foregoing) enacts, adopts or accedes to any regulation, restriction, prohibition or practice that materially deprives NIKE of the promotional benefits and/or product/brand exposure contemplated by this Agreement including, but not limited to, (i) any diminution of NIKE's logo placement rights (in terms of size, location placement, color prominence and/or number of placements) 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 without limitation NIKE logo identification that appears on shoes or uniforms) with other commercial identification that is seen by home television viewers;
 - (6) UGAA breaches any warranty, any provision of Paragraph 5 or other material term of this Agreement, which breach UGAA fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UGAA of any such breach;

- (7) Any Coach of a Flagship Program ceases for any reason to be the Coach of such Flagship Program (provided that NIKE shall not terminate this Contract if such departing Coach is promptly replaced by a coach of at least equal quality and reputation); or
- (8) UGAA's agency on behalf of UNIVERSITY is revoked, or UGAA is otherwise no longer authorized to act on behalf of UNIVERSITY.
- (b) In the event of termination under this Paragraph or Paragraph 15, UGAA shall not be entitled to any further compensation under this Agreement, except any unpaid cash compensation earned prior to the effective date of termination, pro-rated (in the case of cash compensation) over the entire Contract Year and calculated to the effective date of termination. Alternatively, NIKE shall have the right to receive from UGAA reimbursement for cash compensation, if any, paid in excess of the amount to which UGAA would be entitled if the cash compensation were pro-rated over the entire Contract Year, calculated to the effective date of termination. Any such payment shall be due within thirty (30) days of the date of termination.

17. NIKE POST-TERMINATION RIGHTS.

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

- (a) Run any non-cancelable media involving the UGAA Marks and exhaust all advertising and promotional materials which were produced prior to the effective date of expiration or termination; or
- (b) Use, in perpetuity, Game Photos or Game Footage for in-house exhibition for historical, educational or commemorative purposes.

18. REMEDIES.

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

19. NOTICES.

All notices, statements and payments provided for herein shall be in writing and deemed given if sent postage prepaid via registered or certified mail, or by express courier service 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 UGAA's obligation to notify NIKE of any address change.

NIKE USA, Inc.	University of Georgia Athletic Association
One Bowerman Drive	One Selig Circle
Beaverton, OR 97005-6453	Athens, GA 30613
Attn: Legal Dept., Contracts Administrator	Attn: Director of Athletics

20. RELATIONSHIP OF PARTIES.

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

21. ASSIGNMENT/DELEGATION/PASS THROUGH.

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

22. WAIVER.

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

23. SEVERABILITY.

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

24. ADDITIONAL WARRANTIES.

UGAA represents and warrants that:

- (a) No agreement, contract, understanding or rule of any national, international or collegiate governing body exists which would prevent or limit performance of any of the obligations of either party hereunder.

- (b) Neither UGAA, UNIVERSITY nor any Coach nor Staff member is party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligations hereunder of UGAA, UNIVERSITY, Coaches or Staff. UGAA further represents and warrants that during the Term that it and UGAA will not:
- (1) Except as permitted by Paragraph 5(a)(1)(2), sponsor, endorse or allow any Coach or Staff member of any Intercollegiate Athletic Program to sponsor, endorse or wear and/or use Products sold by any manufacturer or seller of Products other than NIKE;
 - (2) Enter into, or allow any Coach or Staff member of any Intercollegiate Athletic Program to enter into, any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any manufacturer or seller of Product other than NIKE, or allow any Coach or Staff member of any Intercollegiate Athletic Program to enter into any such agreement with any person or entity other than NIKE that manufacturers, sells, licenses or is brand-identified to footwear such as certain traditional fashion sports brands (e.g., Polo, Hilfiger, Nautica, Karl Kani, etc.);
 - (3) Permit any sports camp or clinic affiliated with either UNIVERSITY or UGAA to enter into any endorsement, promotional, consulting or similar agreement (including the sale of signage or other media) with any person or entity other than NIKE that manufacturers, sells, licenses or is brand-identified to footwear such as certain traditional fashion sports brands (e.g., Polo, Hilfiger, Nautica, Karl Kani, etc.);
 - (4) Sell to any person or entity Products purchased or provided hereunder by NIKE or any other third party;
 - (5) Permit the trade name, trademark, name, logo or any other identification of any manufacturer or seller of Products other than NIKE to appear on signage at practices, games, exhibitions, clinics, sports camps and other official or UGAA sanctioned Intercollegiate Athletic Program activities (including but not limited to photo sessions and interviews); or
 - (6) Take any action inconsistent with the endorsement of NIKE Products, or allow any Coach or Staff member to take any such action.
- (c) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.

25. CONFIDENTIALITY.

UGAA shall not (nor shall it permit UNIVERSITY or any employee, agent or representative thereof to) disclose the financial terms of this Agreement, the marketing plans of NIKE, or other confidential material or information disclosed to UGAA or UNIVERSITY (including information disclosed during audit), to any third party, except to its trustees or as may be required by law.

26. CAPTIONS.

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

27. ENTIRE CONTRACT.

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

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

UNIVERSITY OF GEORGIA
ATHLETIC ASSOCIATION

By: Vincent J. Dooley
Its: Director of Athletics
Fed. Id. No: 58-0652518

By: _____
Its: _____

NIKE USA, Inc.

By: A. F. Liu
Its: Director of Sports Marketing

By: James C. Carter
General Counsel, U.S./Americas Regions

Dated: 11/1/00

UNIVERSITY ACKNOWLEDGMENT & CONFIRMATION

The University of Georgia, Athens ("UNIVERSITY") acknowledges and confirms that, by its due execution below, (i) UNIVERSITY approves the terms and conditions of this Agreement and shall render the UNIVERSITY performances contemplated by this Agreement; and (ii) UNIVERSITY shall not enter into any oral or written agreement or take any other action during the term of this Agreement which would be inconsistent with, or would prevent, limit or interfere with the performance of, any of UNIVERSITY's obligations to NIKE under this Agreement.

UNIVERSITY OF GEORGIA, ATHENS

By: Vincent J. Dooley
Its: Director of Athletics

Dated: 10-17-00

EXHIBIT A
Product Supply Requirements

EXHIBIT B
White House Apparel Industry Partnership Code of Conduct

PRODUCT SUPPLY GRID

GEORGIA

SPORT Football



	Retail Price	Units '99	Units '00	Units '01	Units '02	Units '03	Current Year Totals
Product Allocation Value							\$0
Coaches/Staff Merch							\$0
Core Basics							
Fleece Crew	\$70	150	150	150	150	150	\$10,500
Fleece Pant	\$56	150	150	150	150	150	\$8,400
Hooded Fleece	\$76						\$0
W/O Tee	\$18	400	400	400	400	400	\$7,200
W/O Short	\$34	400	400	400	400	400	\$13,600
Team Polos	\$70	40	40	40	40	40	\$2,800
Hvy Wt Tee	\$24						\$0
Mock Tee	\$30						\$0
Sleeveless Tee	\$18						\$0
Mesh Shorts	\$32						\$0
Compression Shorts	\$64						\$0
Coaches Practice Shorts	\$38						\$0
Sanitary Shorts	\$20						\$0
Sport Bra	\$32						\$0
Practice Warm-ups							\$0
Caps	\$19	300	300	300	300	300	\$5,700
Knit Cap	\$22						\$0
Ball Boy Tee	\$18	100	100	100	100	100	\$1,800
Camp							
Camp Tee	\$18	400	400	400	400	400	\$7,200
Camp Polo	\$70	15	15	15	15	15	\$1,050
Outerwear							
Team Warm-Up (Travel)	\$120	150	150	150	150	150	\$18,000
Lt Wt Jacket	\$200	60	60	60	60	60	\$12,000
Med Wt Jacket	\$100	60	60	60	60	60	\$6,000
Hvy Wt Jacket	\$300						\$0
Hvy Wt Stadium Parka	\$450	60	60	60	60	60	\$27,000
Rain Suit	\$450	40	40	40	40	40	\$18,000
Player Capes (1st year)	\$350						\$0
Coaches Gear							
Coaches Polo 1	\$72	150	150	150	150	150	\$10,800
Coaches Polo 2	\$72						\$0
Sweater	\$116	40	40	40	40	40	\$4,640
Coaching Golf Shorts	\$38	60	60	60	60	60	\$2,280
Coaching Golf Pants	\$48	60	60	60	60	60	\$2,880
Football Uniforms							
Home Jersey	\$80	150	150	150	150	150	\$12,000
Away Jersey	\$80	150	150	150	150	150	\$12,000
Special Jersey	\$80						\$0
Game Pant	\$80	150	150	150	150	150	\$12,000
Turtle Neck	\$36						\$0
Practice Jersey	\$56						\$0
Practice Pant	\$50						\$0
Practice Shorts	\$35						\$0
Accessories							
Team Bags	\$70	50	50	50	50	50	\$3,500
Crew Socks	\$4	108	108	108	108	108	\$432
Tube Socks	\$5	108	108	108	108	108	\$540
Quarter Socks	\$4						\$0
Knee Pads	\$8						\$0
Football Gloves	\$30	500	500	500	500	500	\$15,000
Baseball Gloves	\$15						\$0
Towels	\$5						\$0
Water Bottle	\$8						\$0
Bat Bag	\$60						\$0
Wristbands	\$8	216	216	216	216	216	\$1,728
Shoes							
Football Shoes	\$100	325	325	325	325	325	\$32,500
Bowl shoes	100	100	100	100	100	100	\$10,000
Total							\$259,650

PRODUCT SUPPLY GRID

GEORGIA

SPORT Men's Basketball



	Retail Price	Units '99	Units '00	Units '01	Units '02	Units '03	Current Year Totals
Product Allotment Value							\$0
Coaches/Staff Merch							\$0
Core Basics							
Fleece Crew	\$70	36	36	36	36	36	\$2,520
Fleece Pant	\$56	36	36	36	36	36	\$2,016
Hooded Fleece	\$76						\$0
W/O Tee	\$18	60	60	60	60	60	\$1,080
W/O Short	\$34	24	24	24	24	24	\$816
Team Polos	\$70	36	36	36	36	36	\$2,520
Hvy Wt Tee	\$18	50	50	50	50	50	\$900
Mock Tee	\$30						\$0
Sleeveless Tee	\$18						\$0
Mesh Shorts	\$32						\$0
Compression Shorts	\$64	60	60	60	60	60	\$3,840
Coaches Practice Shorts	\$35						\$0
Sanitary Shorts	\$20	24	24	24	24	24	\$480
Sport Bra	\$25						\$0
Practice Warm-ups	\$70						\$0
Caps	\$19	75	75	75	75	75	\$1,425
Knit Cap	\$22						\$0
Camp							
Camp Tee	\$18	2000	2000	2000	2000	2000	\$36,000
Camp Polo	\$70						\$0
Outerwear							
Team Warm-Up (Travel)	\$120	25	25	25	25	25	\$3,000
Lt Wt Jacket	\$200						\$0
Med Wt Jacket	\$100						\$0
Hvy Wt Jacket	\$300						\$0
Hvy Wt Stadium Parka	\$450						\$0
Rain Suit	\$450						\$0
Player Capes (1st year)	\$350						\$0
Coaches Gear							
Coaches Polo 1	\$72						\$0
Coaches Polo 2	\$72						\$0
Sweater	\$116	10	10	10	10	10	\$1,160
Coaching Golf Shorts	\$38	12	12	12	12	12	\$456
Coaching Golf Pants	\$48						\$0
Basketball Uniforms							
Home Uniform	\$660	30	30	30	30	30	\$19,800
Away Uniform	\$660	30	30	30	30	30	\$19,800
Special Uniform	\$660						\$0
Game Warm-Ups	\$630	24	24	24	24	24	\$15,120
Shooting Jackets	\$300						\$0
Shooting Shirts	\$36	18	18	18	18	18	\$648
Game Tee	\$18	30	30	30	30	30	\$540
Practice Mesh Tank	\$96	64	64	64	64	64	\$6,144
Practice Mesh Short	\$55	64	64	64	64	64	\$3,520
Accessories							
Team Bags	\$70	49	49	49	49	49	\$3,430
Crew Socks	\$4	50	50	50	50	50	\$200
Tuba Socks	\$8						\$0
Quarter Socks	\$5						\$0
Knee Pads	\$8						\$0
Football Gloves	\$30						\$0
Baseball Gloves	\$15						\$0
Towels	\$5						\$0
Water Bottle	\$8						\$0
Bat Bag	\$60						\$0
Wristbands	\$8						\$0
Shoes							
Men's Basketball	\$120	150	150	150	150	150	\$18,000
Total							\$143,415

PRODUCT SUPPLY GRID

GEORGIA

SPORT Women's Basketball



	Retail Price	Units '99	Units '00	Units '01	Units '02	Units '03	Current Year Totals
Product Allocation Value							\$0
Coaches/Staff Merch							\$0
Core Basics							
Fleece Crew	\$70	36	36	36	36	36	\$2,520
Fleece Pant	\$56	36	36	36	36	36	\$2,016
Hooded Fleece	\$76						\$0
W/O Tee	\$18	60	60	60	60	60	\$1,080
W/O Short	\$34	24	24	24	24	24	\$816
Team Polos	\$70	36	36	36	36	36	\$2,520
Hvy Wt Tee	\$18	50	50	50	50	50	\$900
Mock Tee	\$30						\$0
Sleeveless Tee	\$18						\$0
Mesh Shorts	\$32						\$0
Compression Shorts	\$64	60	60	60	60	60	\$3,840
Coaches Practice Shorts	\$35						\$0
Sanitary Shorts	\$20	24	24	24	24	24	\$480
Sport Bra	\$25	40	40	40	40	40	\$1,000
Practice Warm-ups	\$70						\$0
Caps	\$19	75	75	75	75	75	\$1,425
Knit Cap	\$22						\$0
Camp							
Camp Tee	\$18	2000	2000	2000	2000	2000	\$36,000
Camp Polo	\$70						\$0
Outerwear							
Team Warm-Up (Travel)	\$120	25	25	25	25	25	\$3,000
Lt Wt Jacket	\$200						\$0
Med Wt Jacket	\$100						\$0
Hvy Wt Jacket	\$300						\$0
Hvy Wt Stadium Parks	\$450						\$0
Rain Suit	\$450						\$0
Player Capes (1st year)	\$350						\$0
Coaches Gear							
Coaches Polo 1	\$72						\$0
Coaches Polo 2	\$72						\$0
Sweater	\$116	10	10	10	10	10	\$1,160
Coaching Golf Shorts	\$38	12	12	12	12	12	\$456
Coaching Golf Pants	\$48						\$0
Basketball Uniforms							
Home Uniform	\$660	30	30	30	30	30	\$19,800
Away Uniform	\$660	30	30	30	30	30	\$19,800
Special Uniform	\$660						\$0
Game Warm-Ups	\$630	24	24	24	24	24	\$15,120
Shooting Jackets	\$300						\$0
Shooting Shirts	\$36	18	18	18	18	18	\$648
Game Tee	\$18	30	30	30	30	30	\$540
Practice Mesh Tank	\$96	64	64	64	64	64	\$6,144
Practice Mesh Short	\$55	64	64	64	64	64	\$3,520
Accessories							
Team Bags	\$70	49	49	49	49	49	\$3,430
Crew Socks	\$4	25	25	25	25	25	\$100
Tube Socks	\$8						\$0
Quarter Socks	\$5						\$0
Knee Pads	\$8						\$0
Football Gloves	\$30						\$0
Baseball Gloves	\$15						\$0
Towels	\$5						\$0
Water Bottle	\$8						\$0
Bat Bag	\$60						\$0
Wristbands	\$8						\$0
Shoes							
Women's Basketball	\$120	150	150	150	150	150	\$18,000
Total							\$144,315

PRODUCT SUPPLY GRID

GEORGIA

SPORT Baseball



	Retail Price	Units '99	Units '00	Units '01	Units '02	Units '03	Current Year Totals
Product Allocation Value							\$0
Coaches/Staff Merch							\$0
Core Basics							
Fleece Crew	\$70	40	40	40	40	40	\$2,800
Fleece Pant	\$56	40	40	40	40	40	\$2,240
Hooded Fleece	\$76						\$0
W/O Tee	\$18	120	120	120	120	120	\$2,160
W/O Short	\$34						\$0
Team Polos	\$70						\$0
Hvy Wt Tee	\$24						\$0
Mock Tee	\$30	40	40	40	40	40	\$1,200
Sleeveless Tee	\$18						\$0
Mesh Shorts	\$32	40	40	40	40	40	\$1,280
Compression Shorts	\$64						\$0
Coaches Practice Shorts	\$38						\$0
Sanitary Shorts	\$20						\$0
Sport Bra	\$32						\$0
Practice Warm-ups							\$0
Caps	\$19	40	40	40	40	40	\$760
Knit Cap	\$22						\$0
Camp							
Camp Tee	\$18						\$0
Camp Polo	\$70						\$0
Outerwear							
Team Warm-Up (Travel)	\$120	40	40	40	40	40	\$4,800
LI Wt Jacket	\$200						\$0
Med Wt Jacket	\$100						\$0
Hvy Wt Jacket	\$300						\$0
Hvy Wt Stadium Parka	\$450						\$0
Rain Suit	\$450						\$0
Player Capes (1st year)	\$350						\$0
Coaches Gear							
Coaches Polo 1	\$72	12	12	12	12	12	\$864
Coaches Polo 2	\$72						\$0
Sweater	\$116						\$0
Coaching Golf Shorts	\$38						\$0
Coaching Golf Pants	\$48						\$0
Baseball Uniforms							
Home Jersey	\$190	20	20	20	20	20	\$3,800
Away Jersey	\$190	20	20	20	20	20	\$3,800
Batting Shirts	\$170						\$0
3/4 Sleeve Mock	\$44						\$0
Thermal Long Sleeve	\$60						\$0
Thermal Pant	\$50						\$0
Climate F.I.T. Jacket	\$170						\$0
Dugout Jackets	\$220						\$0
Fitted Caps	\$20						\$0
Adjustable Caps	\$19						\$0
Batting Gloves	\$15						\$0
Accessories							
Team Bags	\$70						\$0
Crew Socks	\$4						\$0
Tube Socks	\$5						\$0
Quarter Socks	\$4						\$0
Knee Pads	\$8						\$0
Football Gloves	\$30						\$0
Baseball Gloves	\$15						\$0
Towels	\$5						\$0
Water Bottle	\$8						\$0
Bat Bag	\$60						\$0
Wristbands	\$8						\$0
Shoes							
Baseball	\$100	100	100	100	100	100	\$10,000
Running	\$120	40	40	40	40	40	\$4,800
Total							\$38,504

PRODUCT SUPPLY GRID

GEORGIA

SPORT Women's Soccer



	Retail Price	Units '99	Units '00	Units '01	Units '02	Units '03	Current Year Total
Product Allocation Value							\$0
Coaches/Staff Merch							\$0
Core Basics							
Fleece Crew	\$70	4	4	4	4	4	\$280
Fleece Pant	\$56						\$0
Hooded Fleece	\$76						\$0
W/O Tee	\$18						\$0
W/O Short	\$34						\$0
Team Poles	\$70						\$0
Hvy Wt Tee	\$24						\$0
Mock Tee	\$30						\$0
Sleeveless Tee	\$18						\$0
Mesh Shorts	\$32						\$0
Compression Shorts	\$64						\$0
Coaches Practice Shorts	\$38						\$0
Sanitary Shorts	\$20						\$0
Sport Bra	\$32						\$0
Practice Warm-ups							\$0
Caps	\$19	4	4	4	4	4	\$76
Knit Cap	\$22						\$0
Camp							
Camp Tee	\$18	200	200	200	200	200	\$3,600
Camp Prizes	\$2	500	500	500	500	500	\$1,000
Outerwear							
Team Warm-Up (Travel)	\$120	40	40	40	40	40	\$4,800
Li Wt Jacket	\$200						\$0
Med Wt Jacket	\$100						\$0
Hvy Wt Jacket	\$300						\$0
Hvy Wt Stadium Parka	\$450						\$0
Rain Suit (1st Yr. only)	\$450						\$0
Player Capes (1st year)	\$350						\$0
Coaches Gear							
Coaches Polo 1	\$72	9	9	9	9	9	\$648
Coaches Jacket	\$72	4	4	4	4	4	\$288
Coaches Tee	\$18	4	4	4	4	4	\$72
Coaching Golf Shorts	\$38	9	9	9	9	9	\$342
Staff Packages (TBD)		10	10	10	10	10	\$0
Soccer Uniforms							
Home Game Jersey	\$50	36	36	36	36	36	\$1,800
Away Game Jersey	\$50	36	36	36	36	36	\$1,800
Home Game Short	\$30	36	36	36	36	36	\$1,080
Away Game Short	\$30	36	36	36	36	36	\$1,080
Soccer Game Socks	\$12	72	72	72	72	72	\$864
Goalie Jersey/Short	\$90	8	8	8	8	8	\$720
Goalie Gloves	\$75	12	12	12	12	12	\$900
Scrimmage Vest	\$50	36	36	36	36	36	\$1,800
Shin Guards	\$14						\$0
Game Soccer Ball	\$80						\$0
Banner	\$90	6	6	6	6	6	\$540
Accessories							
Team Bags	\$70	36	36	36	36	36	\$2,520
Crew Socks	\$4	24	24	24	24	24	\$96
Tube Socks	\$5						\$0
Quarter Socks	\$4						\$0
Knee Pads	\$8						\$0
Football Gloves	\$30						\$0
Baseball Gloves	\$15						\$0
Towels	\$5						\$0
Water Bottle	\$8						\$0
Bat Bag	\$60						\$0
Wristbands	\$8						\$0
Shoes							
Soccer	\$120	60	60	60	60	60	\$7,200
Total							\$31,506

PRODUCT SUPPLY GRID

GEORGIA

SPORT Volleyball



	Retail Price	Units '99	Units '00	Units '01	Units '02	Units '03	Current Year Totals
Product Allotment Value							\$0
Coaches/Staff March							\$0
Core Basics							
Fleece Crew	\$70	20	20	20	20	20	\$1,400
Fleece Pant	\$56	20	20	20	20	20	\$1,120
Hooded Fleece	\$76						\$0
W/O Tee	\$18	125	125	125	125	125	\$2,250
W/O Short	\$34						\$0
Team Polos	\$70	20	20	20	20	20	\$1,400
Hvy Wt Tee	\$24						\$0
Mock Tee	\$30						\$0
Sleeveless Tee	\$18						\$0
Mesh Shorts	\$32						\$0
Compression Shorts	\$64	85	85	85	85	85	\$5,440
Coaches Practice Shorts	\$38						\$0
Sanitary Shorts	\$20						\$0
Sport Bra	\$32	75	75	75	75	75	\$2,400
Practice Warm-ups							\$0
Caps	\$19						\$0
Knit Cap	\$22						\$0
Camp							\$0
Camp Tee	\$18						\$0
Camp Polo	\$70						\$0
Outerwear							
Team Warm-Up (Travel)	\$120	20	20	20	20	20	\$2,400
Lt Wt Jacket	\$200						\$0
Med Wt Jacket	\$100						\$0
Hvy Wt Jacket	\$300						\$0
Hvy Wt Stadium Parka	\$450						\$0
Rain Suit	\$450						\$0
Player Capes (1st year)	\$350						\$0
Coaches Gear							
Coaches Polo 1	\$72	20	20	20	20	20	\$1,440
Coaches Polo 2	\$72						\$0
Sweater	\$116						\$0
Coaching Golf Shorts	\$38	20	20	20	20	20	\$760
Coaching Golf Pants	\$48						\$0
Volleyball Uniforms							
Match Top	\$90	51	51	51	51	51	\$4,590
Match Shorts	\$32	51	51	51	51	51	\$1,632
Match Warm-Up	\$120						\$0
Short Running Tights	\$35	17	17	17	17	17	\$595
Accessories							
Team Bags	\$70	40	40	40	40	40	\$2,800
Briefcase	\$5						\$0
Crew Socks	\$4	240	240	240	240	240	\$960
Tube Socks	\$5	120	120	120	120	120	\$600
Quarter Socks	\$8						\$0
Knee Pads	\$8	51	51	51	51	51	\$408
Football Gloves	\$30						\$0
Baseball Gloves	\$15						\$0
Towels	\$5						\$0
Water Bottle	\$8						\$0
Bat Bag	\$60						\$0
Wristbands	\$8						\$0
Shoes							
Footwear	\$100	80	80	80	80	80	\$8,000
Total							\$38,195