

**THE OHIO STATE UNIVERSITY  
APPEARANCE & CONSULTATION AGREEMENT**

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

**WITNESSETH**

WHEREAS, UNIVERSITY fields and maintains nationally recognized athletic teams in numerous sports (and retains the coaches and staff in connection therewith);

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

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

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

1. **DEFINITIONS.**

As used in this Agreement, the terms set forth below shall be defined as follows:

- (a) "BCS Bowl" shall mean, as of the date of execution hereof, any of the following bowl games: Orange Bowl, Sugar Bowl, Fiesta Bowl, and Rose Bowl; and shall also mean the fifth bowl game designated as the so-called college football "National Championship" game. In the event of a material change in the college football bowl structure, the parties shall meet in good faith and devise appropriate language to address the new system.
- (b) "Coach" shall mean an individual employed by UNIVERSITY during the term of this Agreement to act as a head coach of an Intercollegiate Athletic Program.
- (c) "Coach Attributes" shall mean the name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likeness and image or facsimile image, and any other means of identification used by such Coach.
- (d) "Conference" shall mean the intercollegiate athletic conference of which UNIVERSITY is a member for the particular Team or Program at issue herein.
- (e) "Contract Year" shall mean each consecutive twelve (12) month period from August 1 through July 31 during the term of this Agreement, including Option Years, if any.
- (f) "Flagship Program(s)" shall mean any of the following Intercollegiate Athletic Programs: Football, Men's Basketball, and Women's Basketball.
- (g) "Game" shall mean game, match, meet, test or such other competition reference as is appropriate to each individual sport.
- (h) "Intercollegiate Athletic Program(s)" or "Program(s)" shall mean the 36 existing organized team and individual sports (plus cheerleading) sponsored by UNIVERSITY at its Columbus campus and such other replacement or additional intercollegiate athletic

programs as may be established at that campus from time-to-time during the term of this Agreement.

- (i) "Intercollegiate Athletic Program Activities" shall mean all games, practices, exhibitions, scrimmages, team appearances, team photo sessions, UNIVERSITY- sponsored sports camps, and other Team-organized activities (including but not limited to photo shoots and interviews) during which Team members, Coaches, and Staff wear and/or use Products.
- (j) "Material Acknowledgment Loss" shall mean the removal from Authentic Competition Apparel or footwear of camera-visible manufacturer identification (i.e., the NIKE name or the Swoosh Design) from its current placement location, or the adoption by a national television broadcaster of "virtual signage" applied to Flagship Program game broadcasts which either deletes or obscures manufacturer identification on such Products or replaces it with that of a third party. For purposes of this Agreement, "virtual signage" shall mean use of L-VIS technology or electronic/computer imaging technology that alters, substitutes or replaces NIKE's stadium/arena signage (including NIKE logo identification that appears on uniforms) with other commercial identification that is seen by home television viewers.
- (k) "NCAA" shall mean the National Collegiate Athletic Association or the governing body with jurisdiction over intercollegiate competition in any specific sport.
- (l) "NIKE" shall mean NIKE USA, Inc., its parent NIKE, Inc., and their licensees, distributors, subsidiaries, and any successor company(ies).
- (m) "NIKE Products" shall mean all Products in connection with which, or upon which, the NIKE name, the Swoosh Design, the NIKE AIR Design, the Jumpman Design or any other trademarks or brands (e.g., Bauer, Starter) now or hereafter owned and/or controlled by NIKE (collectively, "NIKE Marks") appear.
- (n) "Products" shall mean:
  - (1) all athletic and athletically inspired or derived footwear (specifically including hockey skates) that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in their respective Intercollegiate Athletic Program;
  - (2) authentic competition apparel consisting of uniforms, sideline or courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, wool and fitted caps, windsuits, rainsuits, sideline or courtside pants, shorts and shirts, and similar apparel, and practicewear (collectively, "Authentic Competition Apparel") that members of any Team, Coaches and/or Staff wear or may be reasonably expected to wear while participating in their respective Intercollegiate Athletic Program;
  - (3) all other apparel articles of an athletic or athleisure nature including but not limited to tank-tops, T-shirts, sweatsuits, separates and other body coverings, and accessories of an athletic or athleisure nature, including but not limited to headwear, headbands, wristbands, bags, socks, hand-towels (not including Gatorade or other sport drink towels in the Teams' bench areas), receiver's and linemen's gloves, batting gloves, that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in their respective Intercollegiate Athletic Program; and

- (4) sports equipment including, but not limited to, inflatable balls (specifically including without limitation basketballs and volleyballs); baseball bats and other baseball equipment; softball equipment (excluding bats, fielding gloves, and catchers' equipment); hockey equipment; non-prescription protective eyewear, eyewear with performance attributes and sunglasses; sports timing devices (including wristwatches, race timers, stopwatches, etc. and devices used for competition or training that are also used in combination with timing devices such as heart-rate monitors or calorimeters; excluding golf clubs, but including such other equipment as NIKE may add to its product lines at any time during the term of this Agreement and subject to the provisions of Paragraph 13 below, provided that such Products shall meet UNIVERSITY's good faith requirements for quality.
- (o) "Staff" shall mean, collectively, all assistant coaches and strength coaches, equipment managers, trainers and any on-field/courtside staff (e.g., ballpersons) employed by UNIVERSITY during the term of this Agreement to provide services to Intercollegiate Athletic Programs.
- (p) "Team" shall mean that group of athletes attending the UNIVERSITY's Columbus campus during the term of this Agreement and comprising the roster of each Intercollegiate Athletic Program.
- (q) "Tier I Bowl" shall mean any of the following non-BCS Bowl games traditionally played on New Year's Day and such additional or replacement New Year's Day bowl games as may be established: the Citrus; Cotton; Gator; or Outback Bowl.
- (r) "UNIVERSITY Marks" shall mean the names, nicknames, mascots, trademarks, service marks, logographics and/or symbols, and any other recognized reference to UNIVERSITY or its Intercollegiate Athletic Programs.
- (s) "UNIVERSITY Web Site[s]" shall mean the official Internet World Wide Web site of the UNIVERSITY's athletic department, presently named <<http://www.ohiostatebuckeyes.cstv.com>>, and/or any other "official" web site designated as such by the UNIVERSITY's athletic department. It is understood that <<http://www.osu.edu>> is not included in this definition.

## 2. TERM.

This Agreement shall remain in full force and effect for a period of seven (7) Contract Years, from August 1, 2007 through July 31, 2014, unless extended as provided in Paragraph 6 (a) hereof or sooner terminated in accordance with the terms and conditions hereof (the "Term"). This Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

## 3. APPEARANCES, USE OF COACH ATTRIBUTES.

- (a) In an effort to promote sports participation and the values associated with such participation and to promote UNIVERSITY's athletic programs in particular, each Contract Year, upon reasonable prior notice and subject to any coaching commitment, if so requested by NIKE, UNIVERSITY 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 four (4) appearances, and the Coaches of the men's and women's soccer programs shall each be made available for up to four (4) 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, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. No such appearance shall require any Coach to participate in messaging in any media which contains, in the UNIVERSITY's discretion, comparative or qualitative descriptions of Nike's products, price information or other indications of savings or value about Nike's products, any message that otherwise endorses Nike's products or induces one to purchase or use Nike's products, or any message that causes Nike's payments to not be treated as "qualified sponsorship payments" as that term is defined in Internal Revenue Code Section 513(i) and related regulations. The parties recognize that UNIVERSITY is more familiar with such regulations than NIKE and it shall be UNIVERSITY's responsibility to exercise its right of approval to prevent this outcome. In this connection, the parties agree that all determinations regarding compliance with Internal Revenue Code Section 513(i) shall be made in the sole good-faith discretion of UNIVERSITY. UNIVERSITY shall receive no additional compensation for such appearances, it being understood that the consideration for such appearances is encompassed by the Compensation paid to UNIVERSITY pursuant to Paragraph 5 below.

- (b) Once during the Term, upon reasonable prior notice and subject to any other playing commitments, and if permitted under applicable NCAA and/or Conference rules or regulations, UNIVERSITY shall make its men's basketball team available to participate in a NIKE-sponsored basketball tournament.
- (c) NIKE shall pay all reasonable and necessary travel and related expenses of each Coach, or the basketball team if applicable, in connection with any appearance hereunder.
- (d) In addition to the foregoing, subject to UNIVERSITY's prior approval in accordance with its approval rights under the parties' Equipment Supply Agreement with regard to NIKE's use of UNIVERSITY Marks, and consistent with subparagraph (a) above, NIKE shall be permitted to use Coach Attributes in connection with acknowledgments of NIKE's sponsorship of UNIVERSITY's Intercollegiate Athletic Programs.

#### 4. DESIGN CONSULTATION.

- (a) NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UNIVERSITY 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. UNIVERSITY shall assist in such process in an effort to ensure Team members' safety and to provide the best available equipment to Teams and to enhance the competitiveness of Teams. Upon request by NIKE, UNIVERSITY shall use its best efforts to provide NIKE with written or oral feedback from Coaches and Staff designated by NIKE 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.
- (b) In an effort to ensure Team members' safety, comfort and competitiveness, UNIVERSITY shall require its coaches, as requested by NIKE, to test such specific models and/or styles of NIKE Products as NIKE may designate from time-to-time. Teams shall wear any NIKE model and/or style as they and their coaches may reasonably choose (consistent with NIKE's requests whenever possible).

5. CASH COMPENSATION.

Each Contract Year NIKE shall pay UNIVERSITY Cash Compensation in the amount of fifty thousand dollars (\$50,000) as follows: twenty-eight thousand dollars (\$28,000) for appearances; and twenty-two thousand dollars (\$22,000) for design and marketing consultation, all to be paid annually on or before June 1.

6. NIKE OPTION AND RIGHT OF FIRST REFUSAL.

- (a) NIKE shall have an option to extend this Agreement for an additional term of three (3) Contract Years on the same terms and conditions (except as expressly provided herein) by giving notice to UNIVERSITY not later than February 1, 2013.
- (b) Prior to February 1, 2013 (or February 1, 2016 if this Agreement has been extended by NIKE as provided in Paragraph 6 [a]) (in either case, the "Negotiating Date"), UNIVERSITY shall not engage in discussions or negotiations (nor shall UNIVERSITY permit its agents, attorneys or representatives to do so) with any third party regarding appearance and consultation services with respect to any Products used by any UNIVERSITY Intercollegiate Athletic Program (or similar supply or promotional arrangement) with respect to any Products ("Appearance and Consultation Rights") after the Term.
- (c) During the Term and for a period of one hundred eighty (180) days thereafter, NIKE shall have the right of first refusal for Appearance and Consultation Rights, as follows. If UNIVERSITY receives any bona fide third-party offer at any time on or after the Negotiating Date with respect to any Appearance and Consultation Rights, UNIVERSITY shall submit to NIKE in writing the specific terms of such bona fide third-party offer. NIKE shall have fifteen (15) business days from the date of its receipt of such third-party offer to notify UNIVERSITY in writing if it will enter into a new contract with UNIVERSITY on terms no less favorable to UNIVERSITY than the material, measurable and matchable terms of such third-party offer. If NIKE so notifies UNIVERSITY within such 15-day period, UNIVERSITY shall enter into a contract with NIKE on the terms of NIKE's offer. If NIKE fails or declines to match or better the material, measurable and matchable terms of such third-party offer within such 15-day period, UNIVERSITY may thereafter consummate an agreement with such third party on the terms of the offer made to UNIVERSITY. Prior to the Negotiating Date, UNIVERSITY shall not solicit, consider or present to NIKE, and NIKE shall not be obligated to respond to, any third-party offer for any Appearance and Consultation Rights.

7. RIGHT OF TERMINATION BY UNIVERSITY.

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

- (a) NIKE is adjudicated insolvent or declares bankruptcy;
- (b) NIKE fails to make payment to UNIVERSITY of any sum due pursuant to this Agreement within thirty (30) days following NIKE's receipt of written notice from UNIVERSITY that such payment is past due; or
- (c) NIKE breaches any other material provision of this Agreement, which breach NIKE fails to cure within thirty (30) days of NIKE's receipt of written notice from UNIVERSITY specifying the breach.

8. RIGHT OF TERMINATION BY NIKE.

- (a) NIKE shall have the right to terminate this Agreement immediately upon written notice to UNIVERSITY if:
- (1) Any Coach or Staff member fails to perform any material obligation provided for in this Agreement;
  - (2) Athletic Department administration, Coaches or Staff disparages the quality or performance of NIKE Products or the brand; or
  - (3) UNIVERSITY breaches any warranty or other material term of this Agreement, which breach UNIVERSITY fails to cure, if curable, within thirty (30) days of NIKE's delivery of written notice to UNIVERSITY of any such breach.
  - (4) In the event of the termination (for any reason) of any other agreement between the parties, if any such agreements shall exist at the time.
- (b) In the event of termination under this Paragraph or Paragraph 7, UNIVERSITY shall not be entitled to any further compensation under this Agreement, except any unpaid Cash Compensation, pro-rated over the entire Contract Year and calculated to the effective date of termination. Alternatively, NIKE shall have the right to receive from UNIVERSITY reimbursement for Cash Compensation, if any, paid in excess of the amount to which UNIVERSITY 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.

9. INDEMNIFICATION.

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

10. REMEDIES.

UNIVERSITY and NIKE agree that, in the event that either party breaches any material term or condition of this Agreement, in addition to any and all other remedies available to the non-breaching party at law or in equity, the non-breaching party shall be entitled to seek

injunctive relief from such further violation of this Agreement, pending litigation as well as on final determination of such litigation, without prejudice to any other right of such other party.

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

<p>NIKE, Inc. One Bowerman Drive Beaverton, OR 97005-6453 Attn: Director of Sports Marketing, U.S.</p>	<p>The Ohio State University Dept. of Athletics 410 Woody Hayes Drive, Rm. 224 Columbus, OH 43210-1166 Attn: Senior Associate Athletic Director for Finance &amp; Operations</p>
<p>cc: Legal Dept., Contracts Administrator (on any notice of breach)</p>	<p>cc: Attn: Office of Legal Affairs, Julie D. Vannatta (on any notice of breach) AS OF DATE OF EXECUTION HEREOF: 33 West 11th Avenue, Suite 209 Columbus, OH 43201-2013 EFFECTIVE MARCH 2007: 1590 North High Street, Suite 500 Columbus, OH 43201-2178</p>

12. RELATIONSHIP OF PARTIES.

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

13. ASSIGNMENT/DELEGATION/PASS THROUGH.

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

14. WAIVER.

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

15. SEVERABILITY.

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

16. ADDITIONAL WARRANTIES.

UNIVERSITY represents and warrants that:

- (a) Neither UNIVERSITY nor any Coach nor Staff member is party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any obligations hereunder of UNIVERSITY, Coaches or Staff. UNIVERSITY further represents and warrants that during the term hereof UNIVERSITY will not, without the prior written consent of NIKE:
  - (1) Allow any Coach or Staff member to wear and/or use athletic footwear or other Products sold by any manufacturer or seller other than NIKE during Intercollegiate Athletic Program Activities. 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 agreement;
  - (2) Sponsor, enter into, or allow any Coach or Staff member to enter into, any sponsorship, product supply or similar agreement for athletic footwear or other Products with any manufacturer or seller other than NIKE; or
  - (3) Knowingly take any action inconsistent with acknowledging NIKE's sponsorship, or allow any Coach or Staff member to take any such action.
- (b) It has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms and to grant to NIKE all the rights granted herein.

17. CONFIDENTIALITY.

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

18. 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.

19. CONTRACT CONSTRUCTION.

Notwithstanding any provision contained heretofore in this Agreement, the provisions of this Agreement shall be construed in a manner consistent with the intentions of UNIVERSITY and NIKE that all amounts received under this Agreement be payments for appearances designed to acknowledge NIKE's sponsorship of UNIVERSITY's Intercollegiate Athletic Programs and to compensate UNIVERSITY for its consultation related to Product performance. Consistent with that intent, nothing produced by NIKE under this Agreement



shall contain: qualitative or comparative language; price information or other indication of savings or value associated with a product or service; a call to action; an endorsement or an inducement to buy, sell, rent or lease NIKE Products or services.

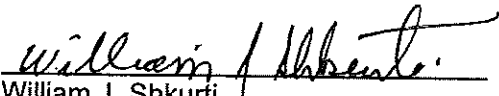
20. ENTIRE CONTRACT.

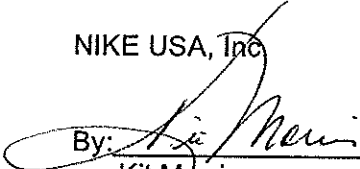
As of the effective date hereof, this Agreement shall constitute the entire understanding between UNIVERSITY and NIKE with regard to the specific subject matter hereof and may not be altered or modified except by a written agreement, signed by both parties. Any previous agreements between UNIVERSITY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

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

THE OHIO STATE UNIVERSITY

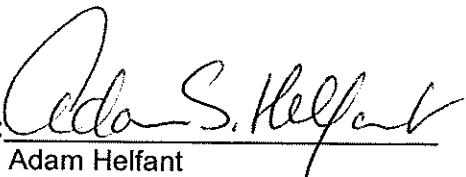
NIKE USA, Inc

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

By:   
Kit Morris  
Director of College Sports Marketing

Fed. Id. No: 31-6025986

By:   
Eugene D. Smith  
Director of Athletics

By:   
Adam Helfant  
Vice President, Global Sports Marketing

## FIRST AMENDMENT TO APPEARANCE & CONSULTATION AGREEMENT

The Ohio State University ("OSU") and NIKE USA, Inc. ("NIKE") entered into an Appearance & Consultation Agreement (the "Consultation Agreement") effective August 1, 2007. The parties hereby agree to amend and modify the Consultation Agreement as follows:

- (1) Paragraph 1(n)(1) is deemed amended to delete hockey skates.
- (2) Paragraph 1(n)(2) is deemed amended to exclude competitive technical swimsuits.
- (3) Paragraph 1(n)(4) is deemed amended to delete hockey equipment, to delete baseball bats and to exclude catcher's mitts.
- (4) Paragraph 6(a) is deleted in its entirety and restated as follows:

"(a) NIKE shall have an option to extend this Agreement for an additional term of four (4) Contract Years (i.e. August 1, 2014 – July 31, 2018) on the same terms and conditions as prevailing for Contract Year 7 (except as otherwise expressly provided in the Consultation Agreement and any amendments thereto) by giving notice to UNIVERSITY not later than February 1, 2013."

- (5) Paragraph 6(b) is deleted in its entirety and restated as follows:

"(b) Prior to February 1, 2013 (or February 1, 2017 if this Agreement has been extended by NIKE as provided in Paragraph 6(a), as amended above under this First Amendment) (in either case, the "Negotiating Date"), UNIVERSITY shall not engage in discussions or negotiations (nor shall UNIVERSITY permit its agents, attorneys or representatives to do so) with any third party regarding appearance and consultation services with respect to any Products used by any UNIVERSITY Intercollegiate Athletic Program (or similar supply or promotional arrangement) with respect to any Products ("Appearance and Consultation Rights") after the Term."

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

NIKE USA, Inc.

BY: [Signature]

TITLE: VP, NA Sports Mktg.

DATE: 10/8/12

BY: Gary D. Way

TITLE: Global Counsel, Sports Marketing

DATE: 10/12/12

The Ohio State University

BY: Geoffrey S. Chatas

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

DATE: 8.8.12

BY: [Signature]

TITLE: [Signature]

DATE: [Signature]

## SECOND AMENDMENT TO APPEARANCE & CONSULTATION AGREEMENT

The Ohio State University at Columbus ("UNIVERSITY") and NIKE USA, Inc. ("NIKE") entered into an Appearance & Consultation Agreement effective August 1, 2007 and amended October 12, 2012 (the "Consultation Agreement"). The parties hereby agree to further amend and modify the Consultation Agreement effective August 1, 2015 as follows:

1. Paragraph 1(a) shall be deleted in its entirety and replaced with the following:

"College Football Playoff" or "CFP" shall mean the NCAA Football Bowl Subdivision national championship game and the two (2) bowl games designated from the following six (6) bowl games (or replacement bowl games) to serve as the NCAA Football Bowl Subdivision semifinals during the relevant Contract Year: Peach Bowl, Cotton Bowl, Orange Bowl, Sugar Bowl, Fiesta Bowl, and Rose Bowl. In the event of a material change in the CFP, the parties shall meet in good faith and devise appropriate language to address the new system."

2. Paragraph 1(n) is deleted in its entirety and replaced with the following:

"Products" shall have the meaning set forth in the Equipment Supply Agreement of the same date herewith between the parties."

3. Paragraph 2 is amended to extend the "Term" of the Agreement fifteen (15) "Contract Years" from August 1, 2018 through July 31, 2033 (such period shall be referred as the "Extension Period", and together with all other Contract Years, the "Term"), unless extended under Paragraph 6(a) as amended by this Second Amendment.
4. Paragraph 3(a) is amended so that UNIVERSITY makes available the head football coach for four (4) appearances and the head men's and women's basketball coaches for three (3) appearances each. Any additional head Coach appearances requested by NIKE shall be discussed in good faith, but for avoidance of doubt, UNIVERSITY shall not be obligated to comply with NIKE's request.
5. Paragraph 5 is deleted in its entirety and replaced with the following:

"Each Contract Year, NIKE shall pay UNIVERSITY cash compensation in the amount of sixty thousand dollars (\$60,000) as follows: forty thousand dollars (\$40,000) for appearances; and twenty thousand dollars (\$20,000) for design consultation to be paid by NIKE to the UNIVERSITY no later than June 1 each Contract Year."

6. Paragraph 6(a) is deleted in its entirety and restated as follows:

"(a) In the event the Equipment Supply Agreement between the parties is extended, then the Term of this Consultation Agreement shall be automatically extended for the same period, on the same terms and conditions provided herein."

7. Paragraph 6(b) is amended to provide that the "Negotiating Date" shall be October 1, 2031.

8. The first sentence of Paragraph 6(c) is amended to delete the reference to "one hundred eighty (180)" and replace such reference with "ninety (90)". All other terms of such Subparagraph remain unchanged.
9. Paragraph 11 is amended to change the address of the UNIVERSITY's Department of Athletics as follows: Fawcett Center, 2400 Olentangy River Rd., Columbus, OH 43210 and to change the address of the UNIVERSITY's Legal Department as follows: 1590 N. High St., Suite 500, Columbus, OH 43201
10. Paragraph 12 is amended to add the following:

"All individuals employed by NIKE to provide personal services to UNIVERSITY under this Agreement are not public employees for purposes of Chapter 145 of the Ohio Revised Code, as amended."

11. The parties further acknowledge and agree that the terms of the Consultation Agreement are intended to supplement and be exercised consistent with the terms of the Equipment Supply Agreement. In the event of any conflict or inconsistency between the Consultation Agreement and the Equipment Supply Agreement, the Equipment Supply Agreement shall control. Furthermore, any amendment of the definitions or Right of First Refusal in the Equipment Supply Agreement shall also serve to automatically amend the same (or similar) provisions of the Consultation Agreement. In the event the Equipment Supply Agreement is terminated, the Consultation Agreement shall automatically terminate.

Except as modified by this Second Amendment, all defined terms used within this Amendment shall have the same meaning ascribed to them under the Consultation Agreement, all other terms and conditions of the Consultation Agreement shall remain in full force and effect. This Amendment may be executed in counterparts manually or by the application of digital or electronic signatures.

The Ohio State University

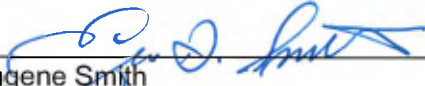
NIKE USA, Inc.


By:   
 Geoffrey S. Chatas  
 Senior Vice President for Business & Finance & CFO

By:   
 Jonathan Banks  
 Vice President, North America Sports Marketing

Date: 12/16/2015

Date: 12/16/15

By:   
 Eugene Smith  
 Vice President and Director of Athletics

By:   
 Executive Vice President,  
 Global Sports Marketing

Date: 12-16-15

Date: 1-5-16