

ROBERT BIG ENDORSEMENT AGREEMENT

This Agreement is made and entered into this 1st day of September, 2007 by and between ROBERT BIG ("Big"), AND NIKE INCORPORATED, with its principal office at 1 Bowerman Drive, Beaverotn, Oregon 97005. (Each or both of which shall hereinafter be referred to as the "PARTY" or "PARTIES," respectively).

WHEREAS, Robert is known and recognized as a highly skilled professional basketball Robert with a reputation so that his/her name has substantial advertising value; and

WHEREAS, Nike Inc. is desirous of acquiring the exclusive right to utilize Robert's name and likeness in connection with the advertisement, promotion and sale of Endorsed Products (as defined herein); and

WHEREAS, Robert is desirous of entering into an agreement to authorize such use of his/her name and likeness upon such terms and conditions as are set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nike Inc. and Robert agree as follows:

1. Definitions.

- 1.1. "Robert Endorsement" shall include the right to use the name, nickname, initials, autograph facsimile signature, voice, video or film portrayals, photograph likeness and image or facsimile image of Robert.
- 1.2. "Nike Inc." shall include Nike Inc., its subsidiaries and any successor Nike Inc.
- 1.3. "Contract Territory" shall be worldwide.
- 1.4. "Endorsed Products" shall mean all products and/or services described as such in paragraph 2 of Addendum 1 to this Agreement.
- 1.5. "Term" shall mean the contract term as specified in paragraph 3 of Addendum 1 of this Agreement.

2. Grant and Protection of Endorsement Rights.

- 2.1. Subject to the terms and conditions set forth in this Agreement, Robert hereby grants to Nike Inc. the exclusive right and license during the Term and within the Contract Territory to utilize his/her Robert Endorsement in connection with the advertisement, promotion, and sale of Endorsed Products, so long as such does not conflict with any applicable rules or regulations of the National Basketball Association ("NBA"), United States Olympic Committee ("USOC") or International Olympic Committee ("IOC").
- 2.2. Robert shall receive no additional compensation beyond that provided for under section 8 hereof for each such use by Nike Inc. of the Robert

Endorsement, it being understood and agreed to by the parties that the consideration for each such use is encompassed by the compensation provided for under section 8 hereof.

- 2.3. Robert and Nike Inc. agree that they shall each take all necessary steps during the Term to protect the Robert Endorsement in connection with the advertisement, promotion and sale of the Endorsed Products.
- 2.4. Nike Inc. shall have no right to assign or sublicense any of the rights granted hereunder without the prior written approval of Robert, which may be withheld for any reason.
- 2.5. Subject to the provisions of paragraph 2.1 above, Nike Inc. agrees that Robert shall retain all rights in and to his/her Robert Endorsement and, whether during the Term, or any extension thereof, Robert shall not be prevented from using, or permitting or licensing others to use, his/her Robert Endorsement in connection with the advertisement, promotion or sale of any products or services of a type other than the Endorsed Products hereunder.

3. **Exclusion of NBA Names and Marks.** Notwithstanding anything herein to the contrary, the Robert Endorsement rights granted to Nike Inc. hereunder shall not include any right to reproduce or use in any way any name(s) and/or mark(s) owned by the National Basketball Association ("NBA"). Such names and marks include, without limitation, the names National Basketball Association Players, and any derivations thereof, as well as the National Basketball Association team logos, and the NBA logo. Nike Inc. shall not be entitled to make specific reference to any affiliation between Robert and NBA, without the prior written consent of NBA.

4. **Use and Ownership of Commercial Materials.**

- 4.1 Commercials. During the Term, and within the Contract Territory, Nike Inc. shall have the exclusive right to broad cast, use and reuse up to one (1) television and one (1) radio ad annually so long as it does not conflict with applicable rules and regulations of NBA, USOC, or IOC.

5. **Robert Approval of Advertising and Promotional Materials.** Nike Inc. agrees to submit to Robert (or any authorized Legal Representative of Robert designated in Addendum 1 hereto), for his approval, copies of all advertising and/or promotional materials utilizing the Robert Endorsement at least ten (10) days prior to their release to the public. Nike Inc. further agrees that the same shall not be released without the prior written approval of Robert (or his/her authorized Legal Representative). Robert may not unreasonably withhold or delay approval of such materials, and in the absence of written disapproval by either of them within ten (10) days of receipt thereof, such advertising and promotional materials shall be deemed approved. Once such materials are approved, Nike Inc. shall be entitled to make multiple uses of said materials without obtaining the additional approval of Robert.

6. **Appearances.** If so requested by Nike Inc., Robert shall make himself available at times and places designated by Nike Inc. to make personal appearances, pose for photographs, and otherwise assist Nike Inc. in the preparation of advertising and promotion materials and campaigns utilizing the Robert Endorsement. Robert's travel expenses

including air travel, hotel, and subsistence shall be paid in full by Nike Inc. Robert's appearance obligations under this paragraph shall be subject to Robert's schedule of training, competition and other NBA activities and events, as well as reasonable prior notice and approval of Robert. Robert shall not be required to make more than five (5) such personal appearances annually in the United States and one (1) personal appearance annually internationally, although he may elect to do so if he chooses upon such additional terms and conditions as he may deem appropriate in his sole discretion.

7. **Special Rights of Termination**

- 7.1. Robert shall have the right to terminate this Agreement in the event that Nike Inc. fails to make payment to Robert of any sums due pursuant to this Agreement within thirty (30) days following receipt by Nike Inc. of written notice that such payment is past due.
- 7.2. Nike Inc. shall have the right to terminate this Agreement upon written notice to Robert in any of the following events:

- 7.2.1 Robert's death during the Term hereof;
- 7.2.2 Robert's conviction (whether by trial or by plea of guilty or no contest) of any felony;
- 7.2.3 Changes to the rules or regulations of NBA, USOC or IOC which would prevent Nike Inc. from making reasonable use of the Robert Endorsement as contemplated by this Agreement;
- 7.2.4 Robert is confronted, accused, and convicted of breaking the drug use policy stated by the NBA;
- 7.2.5 Robert does not make the NBA draft and is ineligible for compensation;
- 7.2.6 Robert decides not to appear for appearances as requested or agreed;
- 7.2.7 Robert decides to retire before said contract is up due to an injury, strike, or lockout of the NBA;
- 7.2.8 Robert performs a major illegal act;
- 7.2.9 Robert decides to play professional sports in another country or region.

7.3 In the event of any termination of this Agreement under section 7.1 above, no party shall have any cause of action against any other party for any damages allegedly arising out of such termination.

8. **Cessation of Nike Inc.'s Use of Robert Endorsement Upon Termination.** Upon termination of this Agreement, for any cause whatsoever, Nike Inc. shall immediately cease using the Robert Endorsement for advertising, promotional, or any other purpose whatsoever, except as follows:

- 8.1. Robert agrees that Nike Inc. shall have the right, for a period of six (6) months following the effective date of termination to dispose of all advertising and promotional materials bearing the Robert

Endorsement which were printed or ordered in good faith and reasonable quantities prior to the effective date of termination.

9. **Compensation.**

- 9.1. In consideration for the rights and benefits granted to Nike Inc. hereunder, Nike Inc. agrees to pay such base compensation and bonuses to Robert of such kinds, in such amounts and according to such schedules as set forth in Addendum 2 to this Agreement.
- 9.2. All compensation of any kind, whether monetary or otherwise, due hereunder shall be remitted to NBA, on behalf of Robert, to be administered by NBA in accordance with NBA eligibility regulations. Such payments should be by check or money order made payable to "NBA" and, for the protection of Robert, **must include a memo clearly identifying that such funds are submitted for the benefit of the Robert.**

10. **Representations, Warranties and Buy-Out Rights.**

- 10.1. Robert hereby warrants and represents, to the best of his/her actual knowledge, that the grant of rights set forth hereunder is not prohibited by or contrary to any existing conflicting endorsement agreement of Robert.
- 10.2. Nike Inc. hereby warrants and represents that it has full, right, power and authority, including without limitation, any necessary authorization from its officers or directors, to enter into this Agreement.

11. **Trademarks.** In the event that Robert should desire at any time during the Term to obtain a trademark or trademarks which include all or any portion of the Robert Endorsement, Nike Inc. shall, if requested to do so by Robert, execute any and all documents which Robert believes to be reasonably necessary and/or desirable for the successful registration and protection of such trademark or trademarks registered in the name of Robert. Upon the registration of such trademark, if requested to do so by Nike Inc., Robert agrees to grant to Nike Inc. a license for the use of such trademark for same purposes and upon the same terms as Nike Inc.'s use the Robert Endorsement provided for herein, and such license shall be coextensive and coterminous with the Robert Endorsement granted hereunder. However, it is understood and agreed that Robert shall not, under any circumstances, acquire any interest whatsoever in Nike Inc.'s trademarks.

12. **Indemnity.**

- 12.1. Nike Inc. agrees to protect, indemnify, and hold harmless Robert from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including attorneys' fees, arising out of, or in any way connected with, any claim or action including but not limited to personal

injury or death resulting from the advertisement, manufacture, distribution, sale, or use of Endorsed Products, and any breach of the rules or regulations of NBA, USOC or IOC caused by Nike Inc.'s marketing, advertisement, manufacture, distribution or sale of Endorsed Products. The provisions of this paragraph shall survive any termination of this Agreement.

- 12.2. Robert shall at all times indemnify and hold harmless Nike Inc., and its officers and directors from and against any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, arising out of or related to any breach or alleged breach by Robert of any representation, warranty or agreement made by Robert herein.

13. **Miscellaneous.**

- 13.1. All notices to Nike Inc. shall be sent to the address listed on page 1 of this Agreement as the principal office of Nike Inc.
- 13.2. All parties hereto agree to use their best efforts maintain the confidentiality of the terms set forth in this Agreement.
- 13.3. No waiver or failure to act with respect to any breach of this agreement shall be deemed a waiver with respect to any subsequent breach, regardless of its similarity to a previous breach.
- 13.4. The relationship between Robert and Nike Inc. under this Agreement is deemed to be that of an independent contractor, and nothing in this Agreement shall be construed as establishing an employer/employee relationship between any parties hereto. Furthermore, no party hereto shall be deemed to be a partner, joint venturer or agent of any other party by virtue of this Agreement.
- 13.5. This Agreement shall also include and be subject to such additional miscellaneous terms and conditions as may be set forth in Addendum 3 to this Agreement.
- 13.6. This Agreement, complete with any attached Addenda, evidences the entire agreement between the parties pertaining to the subject matter addressed herein. This agreement may be changed only by subsequent written agreement executed by all parties.
- 13.7. This contract shall be construed in all instances so as to avoid conflict with any applicable rules or regulations of the NBA, USOC or IOC.
- 13.8. If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Agreement or the application thereof shall not be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13.9. This Agreement may be executed in counterparts, and photostatic and facsimilecopies of executed signature pages shall be fully binding.

ROBERT BIG

Signature: _____

Print Name: _____

NIKE INC.

By: _____

Its: _____

Addendum 1

Territory, Endorsed Products, Term and Legal Representative

1. Unless specified to the contrary in the following blank, the “Contract Territory” hereunder shall encompass the entire world:
2. For purposes of this Agreement, the “Endorsed Products” shall be defined as all Nike brand products.
3. The “Contract Term” shall be for a period of 3 years commencing on September 1, 2007, and extending until August 31, 2008, continuing on September 1, 2008, and extending until August 31, 2009, and the final contract period continuing on September 1, 2009, and extending until August 31, 2010.
4. The name and address of Robert’s Legal Representative (if any) for purposes of this Agreement, shall be:
Matthew Whitlock
9 Vancouver Street
Boston, MA 02115

Such Legal Representative (if any is identified) shall be authorized to act on behalf of Robert with regard to any signatures or approvals relating to this Agreement due to Robert’s travel, training and privacy requirements, and Nike Inc. shall deal directly with such Legal Representative and shall direct all communications, materials, documents and notices to such Legal Representative, unless instructed to the contrary by Robert in writing after execution of this Agreement.

Addendum 2

Athlete Compensation

1. **Base Compensation.** Nike Inc. shall pay to Robert, as base compensation, such dollar amounts and at such times as set forth below:

Year one (1) – September 1, 2007-August 31, 2008 - \$30,000

Year two (2) – September 1, 2008-August 31, 2009 - \$40,000

Year three (3) – September 1, 2009-August 31, 2010 - \$50,000

2. **Bonus and “Victory Schedule” Compensation.** In addition to such base compensation amounts set forth above, Nike Inc. agrees to pay to Robert bonus and/or “Victory Schedule” compensation for such designations, honors, awards and/or competition results as are set forth below in accordance with the following terms:

Robert’s compensation shall be reduced by 25% if he plays in less than fifty (50) regular season games in any particular season;

Robert’s compensation shall be reduced by 50% if he plays in less than twenty-five (25) regular season games in any particular season;

Robert shall receive an additional \$20,000 if he is selected as NBA Rookie of the Year;

Robert shall receive an additional \$10,000 if he is selected as a member of the all rookie team;

Robert shall receive an additional \$20,000 if his NBA team plays in the NBA Finals

Robert shall receive an additional \$25,000 if he is selected as the NBA Most Valuable Player (MVP)

3. In addition such base compensation and bonus compensation as set forth above, Nike Inc. agrees to provide the following additional products, services and/or benefits in accordance with the following terms and conditions:

Robert shall receive 1% of net sales of the Nike Inc. “Air Big” shoe;

Robert shall receive basketball and other training shoes as is a reasonably requested by Big;

Robert shall receive other merchandise with a wholesale value of \$10,000 per year.

Addendum 3
Additional/Miscellaneous Terms and Conditions

This Agreement shall also be subject to, and the parties hereby agree to be bound by, any additional terms, conditions or provisions set forth below in this Addendum. Provided that each such additional term, condition or provision set forth in this Addendum is initialed by all parties hereto, and provided that each does not conflict with any rules or regulations of NBA, USOC or IOC, then each shall control over any contradictory or conflicting provision set forth elsewhere in the body of this Agreement or in other Addenda hereto.