



ALL SCHOOL ATHLETIC AGREEMENT

AMONG UNDER ARMOUR, UNIVERSAL ATHLETIC, AND BELLE PLAINE HIGH SCHOOL

TERM SHEET

I. School's Obligations to Under Armour and its Authorized Servicing Team Dealer ("Team Dealer")

- The term of this agreement commences on July 1, 2013 and ends on June 30, 2016 (the "Term").
- During the Term of the agreement, School shall purchase Under Armour apparel (including team uniforms), accessories, and footwear for School's athletic teams from Team Dealer, namely UNIVERSAL ATHLETIC at its discounts of: (i) 40 % off Under Armour's catalog price on apparel (including team uniform) purchases (decoration costs not included); and (ii) 35 % off Under Armour's catalog price on footwear purchases.
- All School athletic teams (excluding sports for which Under Armour does not make products) shall be in head-to-toe Under Armour products commencing with year 2.
- School shall place orders with Team Dealer on its standard sales order form for custom uniforms by: (i) January 15 for fall sports; (ii) May 31 for winter sports; and (iii) November 15 for spring sports.
- Stock apparel, accessory and footwear items for team use can be ordered at any time.
- Under Armour shall receive placement of two (2) banners for display on-field and on-court for each School team.
- School hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of the School's team games subject to applicable NCAA, NFHS, or applicable high school rules to promote Under Armour and Under Armour products.

II. Under Armour's and Team Dealer's Obligations to School

- Under Armour shall provide School with 10 % of free coaches products valued at Under Armour's then-current retail pricing based on School's total purchases of Under Armour apparel (including team uniforms), accessory and footwear through an authorized Under Armour team dealer, namely UNIVERSAL ATHLETIC. Such free coaches products shall be fulfilled after all purchase orders have been issued/shipped for each sport each year.
- Team Dealer and Under Armour shall meet with school representatives to discuss product assortments, ordering and delivery scheduling, new products, promotions, team and booster events, and opportunities to grow and enhance the relationship among Under Armour, Team Dealer and the School.
- Team Dealer shall maintain appropriate levels of Under Armour inventory to satisfy School's requirement on a timely basis.

TERMS AND CONDITIONS

I. Termination. A party may terminate this agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by such breaching party to timely cure the breach by giving notice as hereinafter provided. In the event of a breach, either of the non-breaching parties shall provide the breaching party with written notice of the breach specifying in reasonable detail the nature of the breach. If the breaching party does not cure the breach within ten (10) business days after receipt of the written notice, either of the non-breaching parties may immediately terminate this agreement upon provision of written notice to the breaching party. Such notification shall terminate this agreement in its entirety with respect to all of the parties.

II. First Negotiation & Matching Right. School shall exclusively negotiate a renewal of this agreement with Under Armour which will be responsible for securing the participation of the Team Dealer or, if appropriate, selecting an alternate authorized Under Armour servicing team dealer. If at the end of the Term the parties have not agreed to the terms of a renewal and School receives a third party offer with respect to athletic products, Under Armour shall have the right to renew this agreement on terms at least equal to those proposed by such third party.

III. Miscellaneous. Maryland law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealer, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

SCHOOL

UNDER ARMOUR, INC.

By: _____

By: _____

Date: _____

Date: _____

AUTHORIZED TEAM DEALER

By: _____

Date: _____