

AMENDMENT TO LICENSE AGREEMENT

WHEREAS, Licensor and Licensee entered into a License Agreement (“License”) relating to the Academic Center for Student Athletes (“Academic Center”), and

WHEREAS, the parties have agreed to amend the License in certain respects,

For good and valuable consideration, the parties agree as follows:

1. General

1.1 The Athletic Department of Licensor will have the sole authority to manage and operate the Academic Center. A specific document outlining in detail the operational guidelines for the first floor of the Academic Center will be developed and agreed to by the parties prior to February 15, 2008. The second and third floors of the Academic Center will be reserved for the exclusive use of student athletes and personnel required for operating the Academic Center. Any scheduling of the Academic Center for use by the general University and the public will require approval by the Athletic Department.

1.2 The financial arrangements for the use of the Academic Center by non-athletic entities and personnel will be established in the Licensor Fee Book and reviewed annually. The specific arrangements will be determined and agreed to by the Vice President for Finance and Administration and the Athletic Department of Licensor.

2. Operation

2.1 Licensor, through its Athletic Department, commits to operate the Academic Center at the leading edge of academic excellence and will work with the Office of the Provost to implement the “best practice” for the operation of the Academic Center and to substantially expand the required personnel from that presently existing as to what will be required to attain the “best practice.”

2.2 The positions required for the operations of the Academic Center shall, to the extent reasonably possible, include:

- Executive Director*
- Associate Director for Educational Services*
- Associate Director for Advisory Services*
- Office Manager*
- Other academic advisors,* (the number and quality shall be maximized to the extent reasonably possible)
- Learning Specialist/Tutorial Coordinator*
- Learning Specialist/Language Arts
- Learning Specialist/Disability Services Coordinator
- Learning Specialist/Social Scientist*
- Learning Specialist/Math and Sciences*
- Learning Specialist/Humanities*

- Evening Study Hall Coordinator*
- Director of IT Services*
- Assistant Director of IT/Graphics Coordinator (Graduate Student)
- Head Receptionist/Administrative Assistant*
- Staff Administrative Assistant
- Student Receptionists (two) available during all hours of operations of the Academic Center*
- Graduate Assistant/Intern (but no less than six)
- Academic Coordinator – Football*
- Academic Coordinators – Other Sports
- Director of Life Skills*
- Assistant Director of Life Skills
- Wellness Psychologist

Although the exact titles and responsibilities may be altered somewhat as the operation of the facility and the program needs evolve, a commitment is made to exceed the nationally accepted staffing ratios and to attain the best professionals reasonably possible.

2.3 The positions for ancillary staff for operations of the Academic Center are as follows:

- Building Manager
- Janitorial Staff
- Café Manager (outsourced)
-

2.4 All positions in Sections 2.2 and 2.3 (except for positions that are staffed by students) will be full-time and report to the Director of Athletics and/or the Special Assistant to the President and Provost.

2.5 The determination of qualifications and the selection of the personnel for the positions in Sections 2.2 and 2.3 will be a collaborative effort between the Athletic Department and the Office of the Provost.

2.6 Licensor agrees to fill all positions in Sections 2.2 and 2.3 prior to August 1, 2010.

3. Technology

3.1 The Athletic Department agrees to make a significant investment in technology for the operation of the Academic Center as follows:

- 100 hard wired computers with an estimated price not to exceed \$1,500 per unit.
- 225 laptops with an estimated price not to exceed \$2,000 per unit.
- 75 monitors with an estimated price not to exceed \$2,000 per unit.

3.2 Licensee has the sole authority, in its discretion, after collaborating with appropriate representatives of Licensor, to determine the source, vendor and capabilities for all units and to negotiate for such products and their installation. If the total installed price exceeds \$750,000 for the initial installation of all units, Licensee will pay the excess.

3.3 The Athletic Department also agrees to be responsible for all maintenance and replacement of such technology as is required. It is estimated that such replacement will be required every four years. The maintenance and replacement budget is estimated to be approximately \$250,000 annually.

4. Parking

4.1 Licensor, through its Athletic Departments, commits over the next six months to using good faith and make its best efforts to provide adequate parking for the student athletes (who are the intended beneficiaries) to use the Academic Center. The intent is that the Licensor will provide sufficient parking spaces within approximately 400 meters of the main entrance to the Academic Center for the population of intended users provided such parking is in accordance with NCAA, University, and State regulations. At a minimum, Licensee will make available 2020 Franklin Boulevard, or another similar area at least as geographically desirable, (henceforth, the Lot) provided, however, there will be no more than forty calendar days annually that the Lot may not be available due to a conflicting potential use with the Proposed Arena.

4.2 The parking area made available by Licensor shall be at Licensor's sole cost and Licensor shall be responsible for all required surfacing, striping, signage and security.

4.3 There will be no parking at the Academic Center parking lot regardless of location from midnight until 6:30 a.m. the following morning.

5. Merger

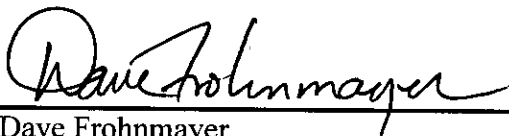
This constitutes the entire amendment between the parties, supersedes all prior and contemporaneous oral or written agreements with respect to its subject matter and shall not be amended except for a document signed by the parties.

Licensor:

Licensee:

State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon

Phit, LLC
Isl Phil Knight



Dave Frohnmayer
President

December 26, 2007

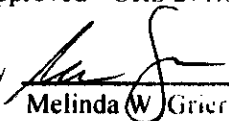
Date

11/8/08

Date

* indicates existing positions.

Reviewed - ORS 190.430 _____
Reviewed - ORS 190.490 _____
Approved - ORS 291.047 _____

By  12.26.07
Melinda W. Grier DATE
General Counsel, University of Oregon
Special Assistant Attorney General

Amendment #2

This is an amendment to a License between the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon (UO) and Phit, LLC, fully executed January 1, 2008.

Recitals

1. Consistent with paragraph 3 of the License between the parties, Licensee intends to design and construct an Academic Center for Student Athletes that Licensee intends to give to Licensor as a gift-in-kind upon completion.
2. The parties and other donors believe the remainder of the entire parcel designated in "Exhibit A to Amendment 2" not already subject to the License should be developed as open green space.

Agreement

Therefore the parties agree as follows:

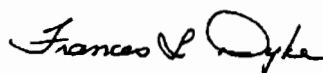
1. The gift agreement from PHIT conveying the Academic Center for Student Athletes to Licensor may, at Licensee's discretion, contain the following restriction:

This gift is predicated on Licensor's commitment to retain the land generally designated on the attached Exhibits A and B as Open Green Space for a period not less than 25 years and at no time during that period use this space for construction staging"
2. For purposes of this Amendment #2, "Open Green Space" generally includes the following:
 - a. Landscaped areas not devoted to buildings which may include trees as appropriate;
 - b. Limited screened short term parking for at least 30 automobiles, storage for at least 24 bicycles and a driveway to reach any such parking;
 - c. A park capable of having tents for entertainment and hosting (tents not included);
 - d. Other similar features.
3. Licensee, will in its discretion, after conferring with design representatives designated by Licensor at times reasonably noticed by Licensee, determine the design of the Open Green Space. Parties will reach mutual agreement regarding the design. In the event parties cannot reach agreement regarding the design, Licensor's Athletic Director as the designee of Licensor's President will make the decision regarding the design. Licensee will be responsible for retaining and paying for the design, but this does not include fees or other costs of the design representatives of Licensor.
4. To the extent consistent with selection and contracting requirements, Licensee will be responsible for selecting and retaining general contractor and appropriate subcontractors to construct the Open Green Space consistent with the design of the Open Green Space, as described in 3 above, assuming a budget not to exceed \$1,000,000 project and cost allocation as described in 5 below. If restrictions on selection and contracting result in Licensor selecting and retaining a general contractor and appropriate subcontractors, Licensor will assume responsibility for construction of the Open Green Space consistent with the

design of the Open Green Space, as described in 3 above, assuming a budget not to exceed \$1,000,000 project and cost allocation as described in 5 below. Regardless of whether Licensee or Licensor construct the Open Green Space, construction will occur concurrently with the landscaping of the Academic Learning Center for Student Athletes.

5. The estimated budget for construction of the Open Green Space may not exceed \$1,000,000. Licensee agrees to provide one-third of such actual construction and directly related costs, such as costs of obtaining permits, as they become due. Licensor agrees to provide two-thirds of such construction and directly related costs, such as costs of obtaining permits, as they become due. In the unlikely event the actual construction costs and directly related costs, such as costs of obtaining permits, for the Open Green Space exceeds the estimated \$1,000,000, and Licensee selects and retains general contractor and appropriate subcontractors, Licensee will pay such excess costs. In the unlikely event the actual construction and directly related costs, such as costs of obtaining permits, for the Open Green Space exceeds the estimated \$1,000,000 and Licensor selects and retains the general contractor and appropriate subcontractors, Licensee may choose to pay such excess cost or Licensor will adjust the project to stay within budget.
6. This Amendment is made for good and valuable consideration.
7. All references in the License to "Athletic" Center for Student Athletes should be to "Academic" Center for Student Athletes.
8. Except as otherwise modified herein, the License, as amended, remains in full force and effect.
9. This constitutes the entire Agreement between the parties with respect to the subject matter in Amendment No. 2 and there shall be no further amendments of the License unless the parties agree in writing.

LICENSOR
State of Oregon acting through the State
Board of Higher Education on behalf of
the University of Oregon

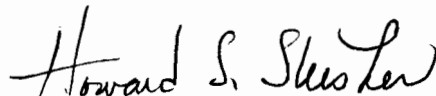


By: Frances L. Dyke
Its: Vice President for Finance and
Administration

7-31-2008

Date

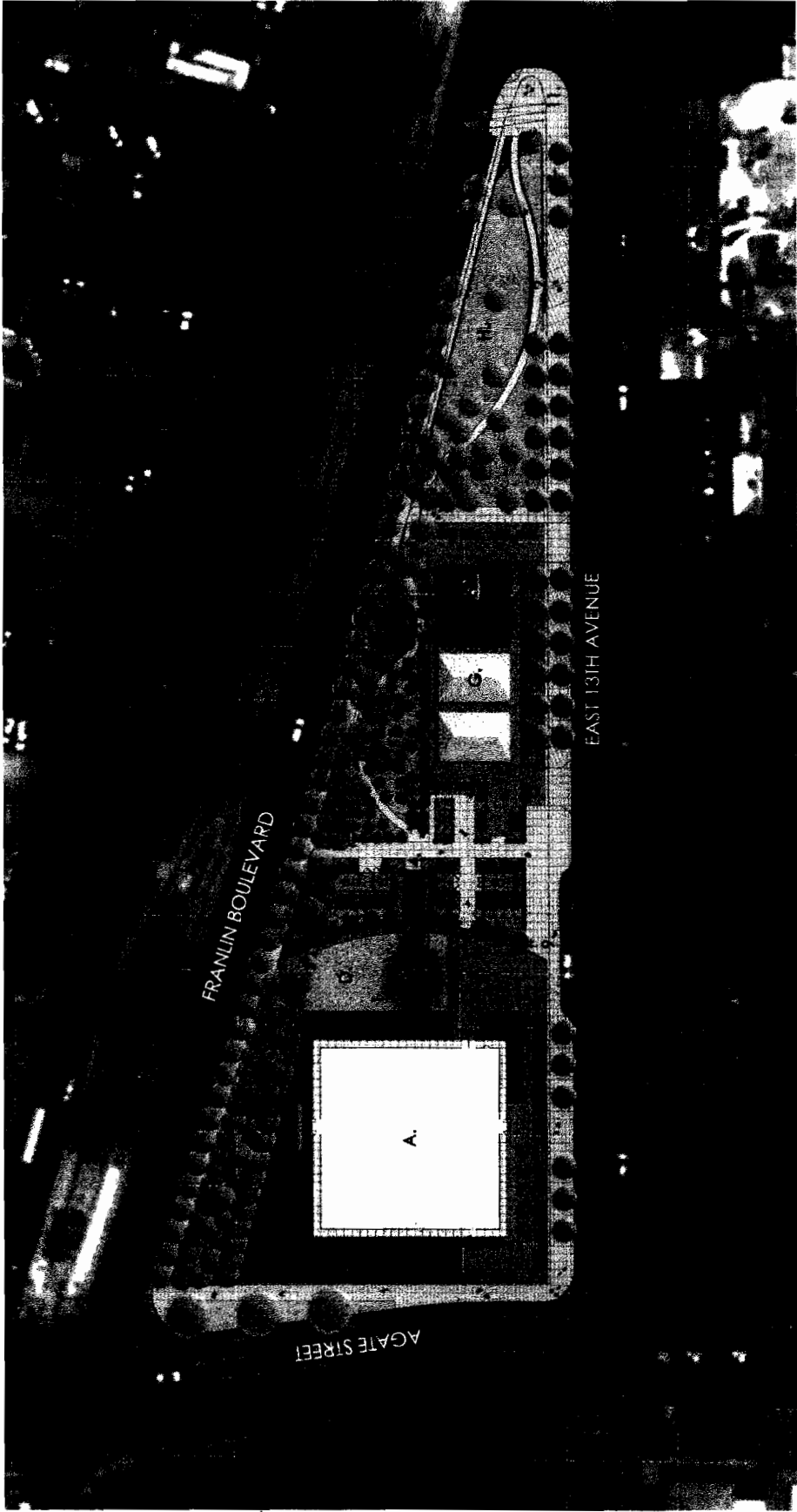
LICENSEE – PHIT, LLC



By: HOWARD S. SLUSHER
Its: DIRECTOR

7/31/08

Date



LEGEND: A. ACADEMIC CENTER B. TABLE OF WATER C. TERRACE D. SANCTUARY E. BIRCH FOREST F. CEDAR GROVE G. EVENT AREA/PARKING H. BIG BENCH PARK I. SPECIMEN KATSURA TREE 2. BENCH
 3. DOGWOOD AND AMELANCHIER TREES 4. WATERWALL 5. GENERATOR ROOM 6. TRANSFORMER ROOM 7. PUMP ROOM 8. TRASH + RECYCLING 9. DROP-OFF 10. BICYCLE SHELTER 11. FLAG POLES

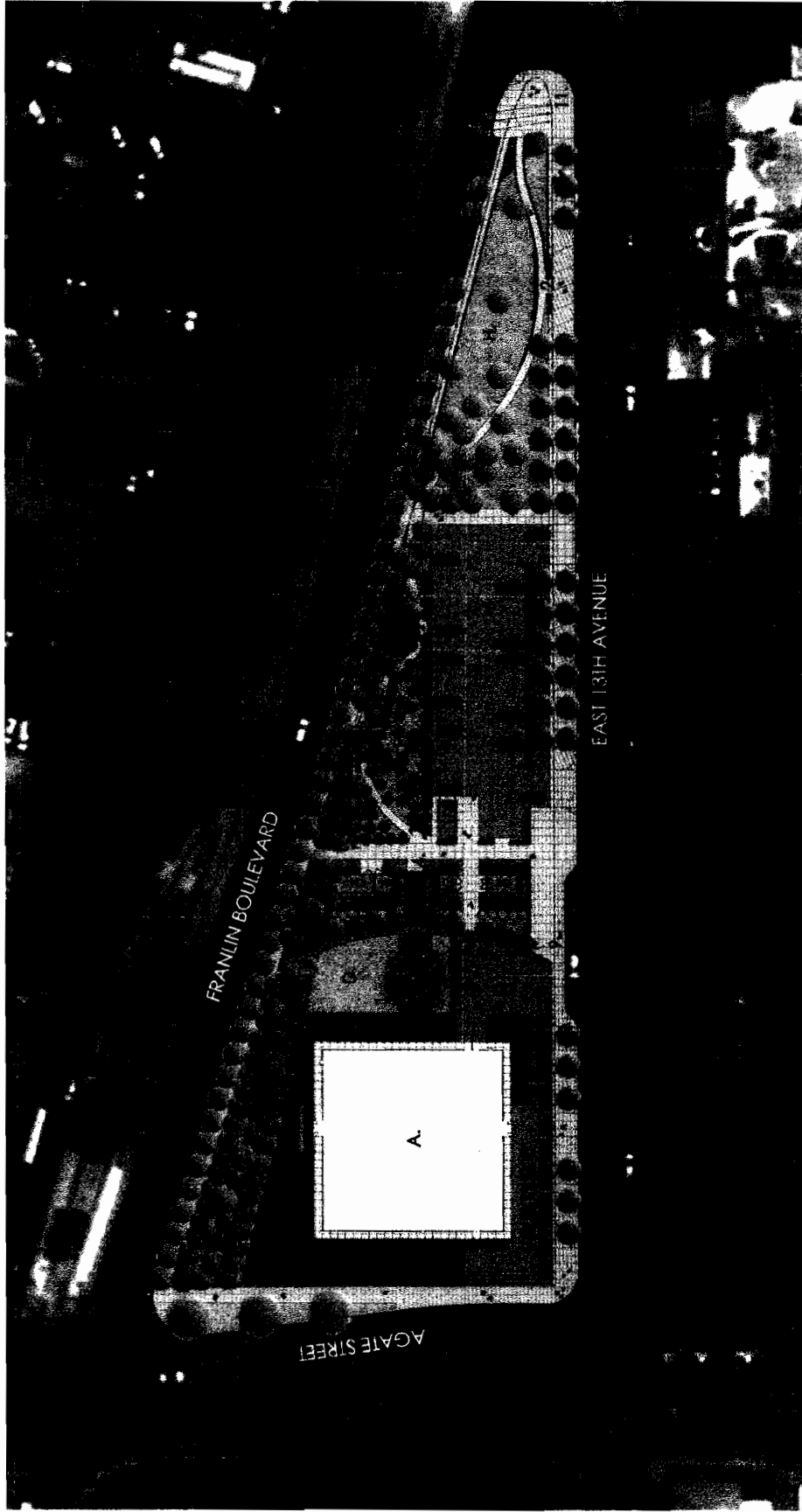
UNIVERSITY OF OREGON ACADEMIC CENTER AND BIG BENCH PARK

Landscape Concept | July 01, 2008

Spirit Event Programming

Phit
 Charles Anderson Landscape Architecture
 Zimmer Gunsul Frasca Architects LLP

EXHIBIT B



LEGEND: A. ACADEMIC CENTER B. TABLE OF WATER C. TERRACE D. SANCTUARY E. BIRCH FOREST F. CEDAR GROVE G. EVENT AREA/PARKING H. BIG BENCH PARK 1. SPECIMEN KATSURA TREE 2. BENCH
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UNIVERSITY OF OREGON ACADEMIC CENTER AND BIG BENCH PARK

Landscape Concept | July 01, 2008

Parking - 36 Spaces

phit
 Charles Anderson Landscape Architecture
 Zimmer Gunsul Frasca Architects LLP

EXHIBIT A

Amendment No.4

This is an Amendment to a License between the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon ("UO") and Phit, LLC ("Phit"), executed as of January 1, 2008 for the Academic Center Project ("Project").

Recitals

A. Under Amendment No.2, the parties agreed that Licensee, after conferring with representatives of Licensor, would be responsible for determining the design of the Open Green Space.

B. The parties have now agreed upon such design as specified on Exhibit A and desire to make arrangements for construction of the Open Green Space consistent with the License, as amended.

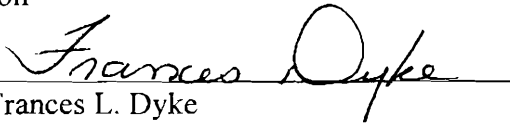
Agreement

Therefore the parties agree as follows:

1. Licensee will include by Change Order the construction of the Open Green Space in its Contract for the design and construction of the Academic Center.
2. The contractor for the Academic Center has contracted with UO for the Arena and Parking Garage.
3. Licensee will pay its contractor one-third (1/3) of the construction cost as billed for the Open Green Space. UO will amend one or both of its contracts with the contractor for the Arena and the Parking Garage to provide for payment to such contractor of two-thirds (2/3) of the construction cost as billed for the Open Green Space.
4. Licensee represents that Licensor's maximum responsibility for payment of its two-thirds share of the cost of construction of the Open Green Space shall not exceed two-thirds of \$1,000,000. To the extent the costs of construction of the Open Green Space exceed \$1,000,000, Licensee will pay such excess.
5. Consistent with allocation of costs, the provisions of Amendment #2 and the requirements of Exhibit A, representatives of Licensee will generally coordinate with representatives of UO in reviewing the budget and in the administration of the construction of the Open Green Space. UO has designated JMI Sports, Inc. as its representative for this project.
6. Except as otherwise modified herein, the License, as amended, remains in full force and effect.
7. This constitutes the entire Agreement between the parties with respect to the subject matter in Amendment No.4 and there shall be no further amendments of the License unless the parties agree in writing.

LICENSOR

State of Oregon acting through the State Board of
Higher Education on behalf of the University of
Oregon



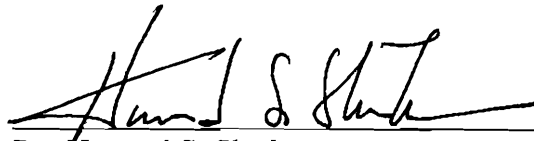
By: Frances L. Dyke

Its: Vice President for Finance and Administration

Date

4/1/09

LICENSEE - PHIT, LLC



By: Howard S. Slusher

Its: Director

Date

3/18/09

EXHIBIT A

Specifications – The Academic Learning Center, “The Green,” dated March 12, 2009 prepared by Zimmer Gunsul Frasca Architects LLP

Drawings – Cover Sheet
Title Sheet/Drawing Index

Landscape

L0.02	Existing Survey
L0.03	Existing Survey
L1.01	Site Plan
L1.02	Enlarged Site Plan
L1.02a	Enlarged Layout Plan
L1.03	Enlarged Site Plan
L1.03a	Enlarged Layout Plan
L1.04	Plan: Enlarged Views
L1.05	Plan Sections
L1.06	Site Details
L1.07	Site Details
L1.08	Site Details
L2.01	Planting Plan
L2.02	Planting Details
L3.01	Irrigation Plan
L3.02	Irrigation Details

Civil

C1.0	Erosion Control and Demolition Plan
C2.0	Grading and Storm Drainage Plan
C3.0	Details

Electrical

E0.01S	Symbols & Legends – Electrical
E1.01S	Site Plan – Electrical
E5.01S	Details – Electrical

All dated March 12, 2009, prepared by Zimmer Gunsul Frasca Architects LLP