

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)
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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

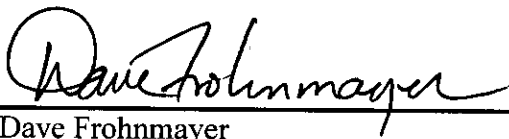
This constitutes the entire amendment between the parties, supersedes all prior and contemporaneous oral or written agreements with respect to its subject matter and shall not be amended except for a document signed by the parties.

Licensor:

Licensee:

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

Phit, LLC
|s| 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

