**Basketball Apparel -- University Coach as Corporate Spokesperson.**

May 30, 1991

Dear Coach:

This will confirm our understanding whereby you have agreed to serve as a corporate spokesperson for Superb Products.

Our agreement is as follows:

1. Superb agrees to provide to you, or University, during each year during the term of our agreement, the items listed on the attached Schedule A. All items will be provided prior to the commencement of basketball practice at the University each year. All apparel items provided in accordance with our agreement will bear the Superb and/or "C" logo trademark.

2. University basketball players will wear exclusively Superb game uniforms, warm-ups, shooting shirts and practice apparel (exclusive of footwear) during University basketball games and official practices, and at other official functions at your discretion.

3. Each year during the term of our agreement, you agree to (a) serve as a general corporate spokesperson for Superb and its products; (b) make up to two personal appearances on behalf of Superb at mutually agreeable sites and times, and at Superb's election and subject to your availability; (c) two brief visits at a campus bookstore designated by Superb. These bookstore appearances shall be a minimum of 20 minutes in length. It is understood that appropriate Superb apparel will be worn at all appearances; (d) be available at mutually agreeable times for photo sessions for the development of print materials (i.e. catalogs, posters, point of sale materials, advertisements and similar materials) utilizing your likeness and you agree that Superb may use your likeness in this manner; (e) provide informal field test information on any new Superb apparel and/or uniform products which are used by the University; and (f) promote Superb on an informal basis within your profession.

4. All reasonable expenses for travel, meals and lodging required of you pursuant to our agreement will be reimbursed by Superb.

5. You agree to wear Superb products on those opportunities you deem appropriate, and to use your best efforts to promote the products of Superb within your profession and at other reasonable opportunities.

6. The term of this agreement will be three (3) years commencing on July 1, 1991, and expiring on June 30, 1994. Superb will have the first right of negotiation with respect to the renewal of this agreement following it expiration.

7. Superb will pay you the total sum of $\_\_\_\_\_ in nine (9) equal installments of $\_\_\_\_\_, the first payment to be made within thirty days of each appearance as outlined in Paragraph 3 of this agreement.

8. Superb reserves the right to terminate this agreement without obligation at any time should you cease to be the head basketball coach of the University.

9. Excluding footwear products, you will not represent, in any capacity, any other athletic wear, sportswear, activewear or leisurewear products or company without the written permission of Superb.

10. It is understood that this agreement will govern our relationship and supercede all prior oral and written understandings and/or agreements between us.

If the above terms are acceptable to you, please sign both copies of this letter where indicated below and return one to me at the address above.

If I can be of any assistance, please feel free to contact me at your convenience. We look forward to a long and mutually beneficial relationship.

 Sincerely,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Agreed and accepted this

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 1991.

 SCHEDULE A

(Yearly Agreement)

 GAME

Eighteen (18) sets (tops/shorts) of white game uniforms.

 PERSONAL

$1,500 Retail cost Champion apparel/accessories

COACHING STAFF (maximum 6 coaches)

2 -- staff shirts collared

4 -- staff t-shirts

2 -- workout shorts

1 -- fleece sweatsuit