

**BICYCLE SHARE SPONSORSHIP AGREEMENT FOR
PORTLAND PUBLIC BIKE SHARE PROGRAM**

This PORTLAND BIKE SHARE SPONSORSHIP AGREEMENT (this "Agreement") is entered into this 1st day of December 2015 (the "Effective Date") by and between the City of Portland, a municipal corporation of the State of Oregon, by and through its Bureau of Transportation (the "City") and NIKE, Inc., a corporation organized under the laws of the State of Oregon ("Sponsor"). The City and Sponsor may be referred to herein jointly as the "Parties" and individually as a "Party".

RECITALS

A. On September 19, 2012, Portland City Council approved an intergovernmental agreement with the Oregon Department of Transportation to accept \$2,000,000 in Federal Highway Administration funds to develop a bike share system intended to create a desirable and alternative mode of public transportation.

B. City Council directed City staff that the Program should be solely financed by the aforementioned grant funds, user revenues and private sponsorship dollars.

C. The City will or has entered into a contract with Motivate International, Inc. to operate a self-service bike sharing program.

D. Pursuant to and in accordance with the terms of the Program Agreement, the City has the right to grant sponsorship, promotional and marketing rights and opportunities associated with the Program.

E. Sponsor desires to secure from the City certain sponsorship, promotional and marketing rights and opportunities associated with the Program as more particularly set forth herein.

F. Pursuant to the Program Agreement, the City expects the Program to begin on or about July 15, 2016 ("Launch").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Definitions.

Capitalized terms used herein with definition have the meaning ascribed to such term in the Program Agreement. The following words and phrases, when used in this Agreement, have the meanings described below:

1. **"Capital Equipment"** means Bicycles, Kiosks, Racks and any and all physical components that are purchased or leased in connection with the System as more particularly described in Program Agreement.

2. **"Category"** means (a) apparel of an athletic or an athletically-related nature including, but not limited to protective apparel and outerwear; (b) accessories of an athletic or an athletically-related nature (including, but not limited to headwear, headbands, wristbands, gloves, eyewear (including, but not limited to sunglasses), watches, mouth guards, mouth pieces, and bags); (c) footwear of an athletic or an athletically-related nature; and (d) interactive health and fitness applications, tools, software, and platforms. Any product or service not specifically listed in this paragraph are excluded from the definition of Category.

3. **"City Marks"** include, individually or collectively, the City name, all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, trade name and other marks associated with the City and includes those City Marks shown on Exhibit B attached hereto, as the same may be amended from time to time.

4. **"NIKE Group"** means the wholly owned direct and indirect subsidiaries of Sponsor.

5. **"Operator"** means Motivate International, Inc.; its assignees, or the party engaged by the City to operate the Program.

6. **"Program"** means the bike share system intended to create a desirable and alternative mode of public transportation in the municipal boundaries of the city of Portland, Oregon.

7. **"Program Agreement"** means the contract between the City and the Operator for operation of the Program.

8. **"Program Marks"** include the names, logos, trademarks, service marks, slogans, graphics and other intellectual property approved for use by the City in association with the Program, including the official Program name and official Program logo. The Program Marks are the property of the City except to the extent that they include any Sponsor Marks. For the avoidance of doubt, Program Marks may be a combination of the intellectual property of the City, the Operator or Sponsor, as their interests may appear.

9. **"Promotional Materials"** include brochures, t-shirts, business cards, hand bills, digital assets, including but not limited to, internet websites, social media interactions and mobile applications and other materials.

10. **"Program Rights"** mean the sponsorship rights and benefits provided to Sponsor in connection with the Program which are set forth on Exhibit A hereto.

11. **"Sponsor Marks"** include the names, logos, trademarks, service marks, slogans, graphics and other intellectual property of Sponsor, shown on Exhibit B hereto, and such other intellectual property of Sponsor.

12. **"Sponsorship Fee"** means the amount of \$10,000,000 paid by Sponsor in accordance with the payment schedule set forth in Section VI in consideration of the Program Rights.

13. **"Term"** means the period commencing on the Effective Date and ending on the date that is five (5) years after the Launch, unless earlier terminated or extended pursuant to the terms hereof.

14. **"Territory"** means the City of Portland (as defined by the City's municipal boundaries).

II. Grant of Rights.

Subject to the terms and conditions of this Agreement, the City hereby grants to Sponsor during the Term in the Territory the Program Rights that are set forth on Exhibit A attached hereto and made a part hereof.

III. Other Sponsors.

The City agrees that during the Term that Sponsor shall be the exclusive title sponsor of the Program. The City shall ensure that any Operator of the Program, likewise acknowledges and agrees to Sponsor's exclusive status to title sponsorship and to Category sponsorship. Notwithstanding the foregoing, Sponsor acknowledges and agrees that, during the Term, the City and/or the Operator have the right to secure additional sponsors that do not compete with Sponsor or any other NIKE Group entity engaged in business within the Category. The Parties agree that the list of companies set forth in Exhibit C are engaged in business within the Category. Before fully engaging additional sponsors in negotiation for a sponsorship agreement in the Program, Sponsor shall be provided notice thereof and shall receive approval rights on such other sponsorships or sponsored initiatives such approval not to be unreasonably withheld, conditioned, or delayed. For the avoidance of doubt, neither the City nor Operator shall have a duty to consult or otherwise seek approval from Sponsor for any initiatives that are unrelated to the Program.

IV. The City's Responsibilities.

Subject to the terms and conditions of this Agreement, the City agrees to:

- A. cause the operation of the Program in accordance with the Program Agreement and Exhibit D by Operator, as the same may be amended from time to time;
- B. provide Sponsor a sublicense during Term and within the Territory to use the Program Marks in accordance with this Agreement;
- C. comply with the terms and obligations contained in this Agreement, including Section III hereof; and
- D. provide the Program Rights to Sponsor as specified herein.

V. Sponsor's Responsibilities.

Subject to the terms and conditions of this Agreement, in consideration of the rights and benefits granted to Sponsor hereunder, Sponsor agrees, at its sole cost and expense (unless otherwise noted), to:

- A. make timely payments to the City of the Sponsorship Fee in accordance with the payment schedule set forth in Section VI below;
- B. coordinate and consult with the City and the Operator on any joint marketing plan and promotional efforts to be made in support of the Program, provided, however that Sponsor shall have the right to conduct marketing campaigns without the City subject to Section X;
- C. grant the City and the Operator, the license set forth in Section VII to use the Sponsor Marks during the Term and within the Territory in accordance with the terms and conditions of this Agreement; and
- D. provide print-ready logos bearing the Program Marks and/or the Sponsor Marks (as approved by the Parties) for installation on the Capital Equipment as further described in Exhibit A.

VI. Consideration.

In consideration for the Program Rights and other benefits specified elsewhere in this Agreement, Sponsor shall pay the Sponsorship Fee for each Year as follows:

<u>Year</u>	<u>Sponsorship Fee</u>	<u>Payment Schedule</u>
Year One	\$2,000,000	50% within thirty (30) days of execution hereof and 50% upon Launch
Year Two	\$2,000,000	50% six (6) months after Launch and 50% upon the 1st anniversary of Launch
Year Three	\$2,000,000	50% on the first anniversary of the first Year Two payment and 50% upon the 2nd anniversary of Launch
Year Four	\$2,000,000	50% on the first anniversary of the first Year Three payment and 50% upon the 3rd anniversary of Launch

Year Five	\$2,000,000	50% on the first anniversary of the first Year Four payment and 50% upon the 4th anniversary of Launch.
-----------	-------------	---

With the exception of the initial payment, payment of all Sponsorship Fees is expressly conditioned upon the City's operation of the Program reasonably in accordance with the terms of this Agreement during the six months preceding a Sponsorship Fee payment date. Sponsor shall have no duty to make any payment of the Sponsorship Fee so long as City or Operator is in default under this Agreement or the Program Agreement. City and/or Operator shall have a reasonable period of time to cure any such default and upon the remediation of such default Sponsor shall promptly pay to City the Sponsorship Fee.

The City shall issue an invoice for all Sponsorship Fees due pursuant to the aforementioned schedule sixty (60) days in advance of the date when a Fee is due (except with respect to the initial payment which shall be invoiced and payable upon execution hereof); provided that any failure by the City to invoice shall not relieve Sponsor of its obligation to pay the Sponsorship Fee in accordance with the payment schedule set forth above. All payments made hereunder shall be payable and delivered by wire transfer in U.S. dollars to the account specified by the City. Payments of the Sponsorship Fee are due within sixty (60) days of Sponsor's receipt of an invoice.

The Parties agree that time is of the essence in remitting the Sponsorship Fee. If any Sponsorship Fee due hereunder is not remitted within sixty (60) days of Sponsor's receipt of an invoice therefor, Sponsor shall pay the City interest at a rate of 1.0% per month (12% per annum) on such past due amounts from such due date until the date such Sponsorship Fees are remitted to the City. Except as may be otherwise agreed to by the Parties in writing, each Party shall be solely responsible for its own advertising, media buying or public relations expenses incurred in such Party's own advertising or promotion of the Program. Except as otherwise specifically set forth herein, as between Sponsor and the City, each Party shall be responsible for any costs and expenses incurred by them associated with the performance of their obligations under this Agreement.

In addition to the aforementioned Sponsorship Fees, Sponsor shall provide annually approximately \$100,000 worth of in-kind marketing support for the Program. Such support shall be comprised of the cost of agencies engaged by Sponsor, the value of services provided by Sponsor's employees in connection with the Program among other costs.

VII. Intellectual Property in Sponsor Marks.

Sponsor hereby grants to the City a non-exclusive, royalty-free license in the Territory during the Term to use the Sponsor Marks solely in connection with the Program. Sponsor shall have the right to approve all such uses of the Sponsor Marks in advance (email communication acceptable for such approvals). Such approvals shall be in the sole discretion of the Sponsor. All uses by the City of the Sponsor Marks shall inure solely to the benefit of Sponsor. The City

acknowledges that it acquires no title or interest in the Sponsor Marks by virtue of the license set forth in this Agreement and that such Sponsor Marks belong solely to Sponsor or its designees. Any goodwill attaching to the Sponsor Marks as they appear in materials created by the City shall be the sole property of Sponsor or its designees and is hereby irrevocably assigned to Sponsor or its designees. The City shall cause to appear on all Program Materials used in exercising the rights hereunder appropriate copyright and/or trademark notices as designated by Sponsor. The City shall not, during the Term or thereafter, attack the rights or interests of Sponsor or its designees in and to the Sponsor Marks. The license granted herein is personal and non-transferable and the City shall have no right to sublicense the rights granted to the City herein, except to the Operator solely for use in connection with the Program subject to and in accordance with the terms hereof (including without limitation other sponsors of the Program per Section III, for purposes related to the Program).

VIII. Termination

Either Party shall have the right to terminate this Agreement if the other Party materially breaches any of its obligations hereunder and such breach remains uncured for more than thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. In case of breach and failure to cure by City, the print-ready logos specified in Section VI (D) shall be removed from digital assets in 15 days and physical assets in 45 days and City shall refund Sponsor for the Sponsorship Fee paid pro-rated to the remainder of the then current Year. In the case of any such termination pursuant to this Section VIII, the non-breaching Party shall have no further obligations hereunder and such non-breaching Party shall retain all rights and remedies available under law and equity.

IX. Sponsor Renewal

Sponsor shall have the following rights regarding a renewal or new sponsorship agreement (a "New Sponsorship Agreement" between the Parties) for Program Rights in the Territory exercisable after the Term: (i) on or before the end of Year Four, City shall deliver to Sponsor a written proposal setting forth proposed terms for a New Agreement, (ii) thereafter, during the ninety (90) day period immediately following delivery of such proposal by City (the "Negotiating Period"), City and Sponsor will negotiate with one another in good faith the potential terms of a New Agreement, it being understood and agreed that (a) the Parties will not at any time be under any obligation to enter into a New Agreement, and (b) during the Negotiating Period, City will not discuss or negotiate with any third party operating within the Category any of the Program Rights granted hereunder; (iii) if a New Agreement has not been entered into by the end of the Negotiating Period (for the avoidance of doubt, by way of a written contract or term sheet that is fully-executed by City and Sponsor), City thereafter (and, for clarity, without the need for notice to Sponsor), shall be free to enter into any sponsorship agreement(s) with any third party(ies) operating within the Category in the Territory, with a term to begin after the expiration of the Term. The Negotiating Period shall in no way extend or otherwise be in effect beyond the date stated above unless and until the Parties agree otherwise in writing. This negotiation procedure for a New Agreement shall not survive the early termination of this Agreement or the assignment of this Agreement to a Replacement Operator (defined below).

X. Approvals.

In order to maintain consistency and quality with respect to the style and appearance of the Program and the Program Marks, before (a) commencing production of any commercial or other advertisement, promotion, or other materials for exploitation hereunder using any of the Program Marks, or (b) releasing any advertising, publicity, or press releases or other press materials using any of the Program Marks (such materials specified in (a) and (b), "Promotional Materials"), the producing/releasing Party shall submit the concept, artwork, design, text, and/or photographs, as applicable, for same to the other Party hereto at least five (5) business days prior to production or release of such Promotional Material for approval (such approval not to be unreasonably withheld); provided that the City or Operator shall not be required to submit Sponsor any uses of Program Marks that incorporate Sponsor Marks that are substantially similar to any such uses previously approved by Sponsor. Under no circumstances shall the use of a Program Mark be approved which reflects unfavorably upon or disparages the Program or any Party hereto. All approvals shall be in writing (confirmed e-mail communication shall be sufficient). In the course of performing its obligations or exercising its rights hereunder, each Party may request that the other Party provide certain material (e.g., camera-ready artwork for the Program Marks or the Sponsor Marks, as applicable) in connection with the development of Promotional Material hereunder (including but not limited to development of signage and print and other media promotional materials). Each Party agrees to provide such material as reasonably requested by the other Party for such development, in a timely manner and free of charge. If any Party does not respond to any submission by the submitting Party within five (5) business days prior to production, such non-response shall not be deemed an objection to such use.

XI. Intellectual Property in Program Marks.

Sponsor acknowledges that it acquires no title or interest in the Program Marks by virtue of the rights granted in this Agreement and that such Program Marks belong solely to the City, except to the extent Program Marks include Sponsor Marks, which Sponsor Marks remain the property of Sponsor. Any goodwill attaching to the Program Marks as they appear in materials created by Sponsor shall be the sole property of the City, as its interests may appear, and is hereby irrevocably assigned to the City. In the event that, in connection with its rights hereunder, Sponsor creates any new titles, names of promotions or other elements incorporating the Program Marks, the same shall belong solely to the City, or their designees as their interests may appear only to the extent such new titles, names of promotions or other proprietary elements include any Program Marks. Sponsor shall cause to appear on all advertising and promotional materials used in exercising the rights hereunder appropriate copyright and/or trademark notices as designated by the City. Sponsor shall not, during the Term or thereafter, attack the rights or interests of the City, its designees in and to the Program Marks. All usage and other data generated by the Program is recorded and maintained by the City and will be the property of the City. If any intellectual property of the Operator is approved by the City for use in connection with the Program, the same shall be treated as "City Marks" hereunder and such intellectual property shall belong solely to the Operator or its designees, as their interests may appear.

XII. Representations, Warranties & Covenants.

A. By the City.

The City represents, warrants and covenants that:

1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;
2. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement including without limitation, with respect to any advertising, marketing, promotions, contests and/or sweepstakes (if any) operated by the City in connection with the Program; and
3. Any use of the Program Marks and all Program content, promotions, and advertising created or furnished by the City to Sponsor (except to the extent they incorporate the Sponsor Marks) for use in connection with the Agreement as permitted and approved hereunder will not violate or infringe upon the rights of any third party when used by Sponsor during the Term in the Territory.

B. By Sponsor.

Sponsor represents, warrants and covenants that:

1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;
2. The use of the Sponsor Marks as permitted and approved hereunder and all content, promotions, and advertising created or furnished by Sponsor for use in connection with this Agreement (except to the extent they incorporate the Program Marks) shall not infringe upon the intellectual property rights of any third party when used by the City in the Territory; and
3. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations and exercise of its rights under this Agreement, including without limitation, with respect to any advertising, marketing, promotions, contests and/or sweepstakes (if any) operated by Sponsor in connection with the Program.

XIII. Indemnification.

- A. **Sponsor Indemnification.** Sponsor shall defend, indemnify, and hold harmless the City its directors, officers, employees and agents from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") by a third party arising out of or otherwise relating to (i) the authorized use of the Sponsor Marks and materials provided by Sponsor or on behalf of Sponsor to the City in connection with the Program; and (ii) the negligent acts or omissions or intentional misconduct of Sponsor or anyone acting under its direction or control in connection with the performance of its obligations hereunder.
- B. **City Indemnification.** Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, the City agrees to indemnify, hold harmless and defend, Sponsor, its directors, officers, employees and agents from and against any Claim by a third party arising out of or otherwise relating to (i) the authorized use of the City Marks and materials provided by the City or on behalf of the City to Sponsor in connection with the Program; and (ii) the negligent acts or omissions or intentional misconduct of the City or anyone acting under its direction or control in connection with the performance of its obligations hereunder.

XIV. Confidentiality.

Subject to the terms and conditions hereof and the Oregon Public Records Laws, including without limitation, any requests for public inspection, each Party (a "Receiving Party") agrees that it shall not, directly or indirectly, use, make available, sell, disclose, disseminate or otherwise communicate to any person, in whole or in part, other than in the course of such Party's performance of its obligations hereunder, either during the Term or at any time thereafter, any Confidential Information (as defined below). The foregoing shall not apply to any information that (a) was known to the public prior to its disclosure to the Receiving Party or (b) the Receiving Party is required to disclose by applicable law, regulation or legal process (including for purposes of a request made to the City), provided that, in the case of this clause (b), the Receiving Party provides the Disclosing Party (defined below) with prior notice of the contemplated disclosure and, if requested by the Disclosing Party, cooperates with the Disclosing Party in seeking, if available, a protective order or other appropriate protection of such information as further described below. As used herein, "Confidential Information" means any and all information that a reasonable person would deem to be of a confidential nature or information that the Disclosing Party has specifically identified as confidential and that in any way relates to the System, the Program (including, without limitation, personally identifiable information ("PII") of System participants), and with respect to each Party, the finances, agreements, business operations, trade secrets, plans, proceedings, marketing strategies, media and promotional activities or other non-public information of the Party disclosing such information (the "Disclosing Party"), whether disclosed orally, in writing or through another medium, by the Disclosing Party's officers, employees, agents or other persons. Sponsor

acknowledges that, as a municipality, the City is subject to the Oregon Public Records Laws. Nothing contained herein shall be deemed to prohibit or otherwise restrict the City's ability to comply with laws applicable to the City regarding disclosure of information to the public. City acknowledges that the Program will serve the public interest and that public disclosure of the Confidential Information could impair Sponsor's ability to deliver the Program.

In the event there is a request for public inspection for any Confidential Information, within five (5) working days thereof, City shall provide Sponsor with written notice of the request, including a copy of the request. Sponsor shall have five (5) working days within which to provide a written response to the City, before the City may disclose any of the requested confidential information. If the City determines that it will be necessary to reveal the information, the City shall promptly notify Sponsor, and do so at least five (5) working days prior to the information being released. The City shall retain discretion to determine whether to release the requested information in response to any public records request, consistent with the Oregon Public Records Law.

XVII. Miscellaneous.

A. Governing Law & Jurisdiction. The provisions of this Agreement are construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon. By executing this Agreement, Sponsor agrees to personal jurisdiction of the Oregon courts and federal courts with jurisdiction therefrom.

B. Assignment and Pass-Through Rights. Except as otherwise specifically set forth herein, neither Party shall assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or in any other manner, without the other Party's prior written consent which may be withheld in such Party's reasonable discretion, and the City reserves the right to deny an assignment to a non-NIKE Group entity which is not similar to Sponsor's value in terms of corporate goodwill and standing. Notwithstanding the foregoing and anything to the contrary contained herein, Sponsor shall have the right to assign this Agreement to any NIKE Group entity operating in the State of Oregon. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the Parties. In no other event shall Sponsor pass-through its Program Rights to a third party without the consent of the City which shall not be unreasonably withheld, delayed or conditioned.

C. Other Rights. Sponsor shall have a non-exclusive perpetual license to use all Program Marks created by or for Sponsor to the extent such Program Marks do not include City Marks. Any use of Program Marks that include City Marks must be approved in writing by City in its sole and absolute discretion. All rights in and to the Program and the Program Marks not expressly granted hereunder are reserved to the City for use without restriction.

D. Relationship of the Parties. The Parties shall be and act as independent contractors, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied,

to create any such duty or obligation on behalf of the other Party, including but not limited to binding a Party or incurring obligations on a Party's behalf. Neither Party will hold itself out as an affiliate of, or partner, joint venturer, co-principal or co-employer with the other Party hereto or any of its parent corporations, affiliates or subsidiaries by reason of this Agreement and neither Party will permit any of its employees, agents or subcontractors to hold themselves out as, or claim to be, officers or employees of the other Party hereto or any of its parent corporations, subsidiaries or affiliates by reason of this Agreement.

E. **Waiver.** This Agreement may be modified only by a written instrument signed by both Parties. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both Parties. Failure of either Party to require the performance of any term of this Agreement or the waiver by either Party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

F. **Severability.** Each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable. If a court of competent jurisdiction or arbitrator(s) makes a final determination that any paragraph, sentence, term or provision of this Agreement is unreasonable, invalid or unenforceable, the remaining paragraphs, sentences, terms and provisions of this Agreement shall be unimpaired and the unreasonable, invalid or unenforceable paragraph, sentence, term or provision of this Agreement shall be deemed replaced by a paragraph, sentence, term or provision that is valid, reasonable and enforceable and that most closely approximates the intention of the Parties with respect to the unreasonable, invalid or unenforceable term or provision, as evidenced by the remaining valid enforceable terms and conditions of this Agreement.

G. **Publicity.** Neither Party shall issue or approve any press release or public announcement concerning this Agreement, the Program or System, or identifying, mentioning or using the name of the other Party, without obtaining the prior approval of the other Party hereto, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Sponsor shall be entitled to include the Program when it lists or mentions its sponsorships or any discussions or communications regarding Sponsor's involvement with the City, provided further that, the Operator shall be entitled to include the Program and a general description of the sponsorship (expressly excluding information regarding Fees and any Sponsor confidential or proprietary information) hereunder when it makes presentations to other prospective Program sponsors. For the avoidance of doubt, in the event of any administrative matters pertaining to the Program Sponsor acknowledges and agrees that City and Operator shall have the right to make announcements through Program Materials regarding such matters without the prior approval of the Sponsor.

H. **Notice.** Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

SPONSOR:

NIKE, Inc.
One Bowerman Drive
Beaverton, OR 97005-6453
Attn: Global Community Impact

With a copy to:

NIKE, Inc.
One Bowerman Drive
Beaverton, OR 97005-6453
Attn: General Counsel

CITY:

With a copy to:

Portland Bureau of Transportation
1120 SW 5th Avenue, Suite 800
Portland, OR 97204
Attn: Steve Hoyt-McBeth
City of Portland
Office of the City Attorney
1221 SW Fourth Avenue, 4th Floor
Attn: Lisa Gramp

Sponsor or the City may change its address by giving written notice of such change of address to the others.

I. **Survival.** In addition to any provision of this Agreement which by its terms survives the expiration or earlier termination of this Agreement, any other provision of this Agreement which should naturally survive expiration or earlier termination of this Agreement shall be deemed to do so.

J. **Entire Agreement.** This Agreement and its exhibits are the entire agreement between the Parties with regard to the subject matter herein. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations or warranties made by either Party, implied or express, other than those contained in this Agreement.

K. **Incorporation.** The exhibits attached to this Agreement are incorporated into and made a part of this Agreement. In the event of a conflict between a provision in this Agreement and a term in an exhibit, the provision in this Agreement shall be controlling.

L. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

M. **Force Majeure.** In the event that City is unable to perform, in whole or in part, its obligations under this Agreement as a result of an occurrence beyond the reasonable control of City, including, without limitation, an Act of God or of the public enemy either in its sovereign or contractual capacity, suspension or cancellation of the Program, civil commotion, fire, flood, any national or municipal emergency, war, strike, work stoppage, act of terrorism or inclement weather (any such occurrence, a "Force Majeure Event"), City shall not be deemed to be in

breach hereof. Notwithstanding the foregoing, City shall use reasonable efforts to minimize any period of delay or non-performance hereunder arising out of any Force Majeure Event and make alternative arrangements to recommence performance as soon as reasonably practicable. Notwithstanding the above, this Paragraph shall not relieve the Parties of any obligations relating to confidentiality under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
Effective Date. 12/1/15

By: 
Name: Leah Dreat
Title: Director

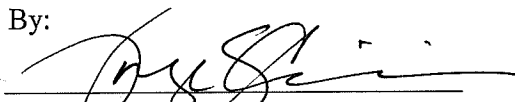
By: 
Name: Jorge G. Casimiro
Title: Vice President

Exhibit A

Program Rights

Subject to and in accordance with the terms and conditions of the Agreement, during the Term, City shall provide to Sponsor the Program Rights consisting of the sponsorship, promotional and marketing rights and opportunities associated with the Program set forth below. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms set forth in this Exhibit and the Agreement, the terms of the Agreement shall govern. The physical asset list in Sections B and C reflect the City's intended purchase for its summer 2016 launch of the Program. Due to the rapid evolution of the bike share industry, the City's next-generation smart bike technology, and the continuous cycle of development of the City's supplier, brand implementation specifications may change; however, Sponsor's voice will remain commensurate with the elements outlined below. The Program Rights include but are not limited to the following:

Program Rights

A. Rights and Marks	DESCRIPTION	SPECIFICATION
Title Partnership	1. Sponsor name and mark incorporated into System name and logo (e.g. "Nike Portland Bike Share", "Nike Bike", "Nike Bike Share", etc.). 2. Co-branded name and logo "Sponsor Composite Logo (SCL)" will be used in all facets surrounding the System including all marketing, PR, and advertising efforts, etc.	
Trademarks	World-wide rights to the Program Marks during the designated term, and afterwards to the extent such Program Marks do not include City Marks.	
Creative and Promotional Materials	Sponsor's brand (colors, font, logo, etc.) will be integrated into all facets of the System's creative and Promotional Materials	
Exclusivity	Sponsor will receive sponsor Category exclusivity, and customary approval rights on other sponsored initiatives not to be unreasonably withheld	
Pass-Through Rights	Pass-through and promotional rights to Program Marks in all advertising mediums (e.g. TV, Print, Radio, Online, Social Media, etc.) to the extent that the third party is not in an awarded Category or does not comply with the PBOT Sponsorship Policy, TRN 10.28. Any pass-through shall be subject to the same restrictions and conditions as Sponsor's rights.	

Sponsor Attribution on System Assets	<ol style="list-style-type: none"> 1. Name 2. Color 3. Font 4. Logo 5. After prior written approval by City, public interest messaging approved by City <ol style="list-style-type: none"> i. Commercial messaging (e.g., corporate slogans, Just Do It) shall not allowed on Systems physical or digital assets ii. Advertisements are expressly prohibited on all System assets 6. Promotional offers from System digital assets to members or users that link to Sponsor web site 7. Promotions 	
Sponsor Employee Use	<p>Sponsor provided mutually agreed benefits roughly equivalent to the following:</p> <ol style="list-style-type: none"> 1. 200 free annual passes 2. One monthly pass and waived registration fee to every Sponsor employee 	

B. Physical Branding on all Bicycles (1,000)		
	DESCRIPTION	SPECIFICATION
Color	Bikes will be painted in Sponsor's brand colors	
Bike Takeovers	Sponsor provided up to 400 bicycles per year at up to 250 per instance.	
Downtube	SCL and name on each side of downtube	17" x 1.4"
Chain Stay	SCL, name and/or public messaging on chain stay	8" x 1.5"
Lockbox	SCL and name on each side of lockbox	5.5" x 3"
Basket (Outside)	SCL, name and/or public messaging on each of 3 outside basket panels	7" x 6" x 3"
Basket (Inside)	SCL, name and/or public messaging on left and right inside basket panels	7" x 6" x 2"
U-Bar Lock	U-Bar will be painted in Sponsor brand colors (subject to availability and confirmation by equipment supplier)	
Skirt Guard	SCL, name and/or public messaging on skirt guard	6" x 8"

C. Physical Branding on all Bicycle Stations (100)		
	DESCRIPTION	SPECIFICATION
Stations	All Stations will have a combination of the following assets listed below.	
Rack Branding	SCL, name and/or public messaging on all racks	7" x 17.5"
Large Sign Panel (ad-side)	SCL, name and/or public messaging on large sign panel (ad-side)	30" x 58"
Large Sign Panel (map-side)	SCL and name on large sign panel (map-side)	Located below the station location identifier 30" x 9"
Small Sign Panel (ad-side)	SCL, name and/or public messaging on small sign panel (ad-side)	11" x 34"
Small Sign Panel (map-side)	SCL and name on all small sign panels (map-side)	11" x 2.5"
Kiosks	Kiosks at a minimum of 11 Stations with anticipated high walk-up (casual) usage and/or locations that meet City equity goals.	
Kiosk Inset	SCL and name on all kiosk insets	11" x 5"
Kiosk User Interface	SCL, name and/or public messaging on all kiosk screens during rider checkout process	
Kiosk Side Panel	SCL on all side panels of each kiosk	15" x 60"
RFID Member Cards	SCL and name on riders' RFID Member Cards	
Helmet Vending Machines	If the city choses to implement helmet vending machines, Sponsor will have first right of refusal of sponsorship for this program	
D. Marketing		
	DESCRIPTION	SPECIFICATION
Bike Share Marketing Plan	The City and the Operator will collaborate with Sponsor on consumer marketing plan. Sponsor shall have the right to conduct individual marketing plans in respect of the Program.	
Consumer Acquisition	The City and the Operator will integrate a) Sponsor messaging, promotion and offers to members throughout the digital platform (digital and database marketing, etc.) and b) any messaging approved as City speech into physical assets.	
Promotional Campaigns	SCL, name and/or public messaging in all promotional campaign materials created by the City and the Operator	

Community & Bike Safety Campaigns	SCL and name placement on all community and bike safety campaigns created by The City and the Operator	
Marquee Events	The City and the Operator will coordinate with Sponsor on mobile bike stations/valets for key Portland events; Sponsor shall have the right to request three (3) deployments of 100 bikes for certain events in each Year. Sponsor to provide operator fifteen (15) days notice of any such request. Operator shall use its reasonable best efforts to fulfil the request.	
Additional site locations for racks:	Subject to logistical and safety considerations, Sponsor has the right to designate three (3) rack locations within or in close proximity to the planned coverage area within the first year.	
PR Build-up	Sponsor will be integrated into all PR surrounding the program	
Collateral	SCL and name on all System collateral	
System Creative	SCL and name on all creative materials used for correspondence with all members	
Annual Incentive Fund	Annual budget in rider marketing incentives for consumer promotions (e.g. annual memberships, casual memberships, complimentary rides, etc.). Membership assortment and budget to be mutually agreed upon.	
Custom Events	City and Operator shall provide Sponsor the opportunity to create custom events around the System	
Equity Systems	City and Operator shall account for and provide low-cost bike share memberships to unbanked/economically under-represented as a component of Sponsorship Fee by Sponsor. Sponsor shall have no separate obligation to fund low-cost bike share memberships.	
Data Competition	City and Operator shall provide Sponsor the opportunity for sponsored public competitions to analyze System data using GPS trip data or demographic info.	
Corporate/Group Challenges	City and Operator shall provide Sponsor the opportunity for registered membership with a group and compete based on miles traveled, calories burned, trips taken, etc.	
Helmet Program	If the City choses to implement a helmet program, Sponsor will have first right of refusal of	

	sponsorship for this program	
E. Digital	DESCRIPTION	SPECIFICATION
<u>Web</u>		
Website Design	Sponsor colors, identity and guidelines will be included in the System's website design	
Website Exposure	Sponsor will receive brand logo and hyperlink placement on the System's website	
Content	Opportunity for Sponsor to integrate digital content into the site	
Homepage Takeover	Sponsor will receive one homepage takeover per month on System website with promotion for System customers	
Website Slider	Dedicated slider for public messaging at the top of the City and the Operator website with Sponsor attribution	
<u>E-mail Marketing</u>		
Monthly Update E-mails	1. SCL, name and/or public messaging included in monthly update e-mails to registered members. 2. Members receive monthly custom usage reports. For illustrative purposes, these could include from the City and the Operator total rides, total miles, and relevant news. Sponsor shall have right to include tips & potential offers and promotions and public messaging from Sponsor	
Registration E-mail	SCL, name and/or public messaging included in confirmation e-mail when a user signs up for a membership	
Newsletter	SCL, name and/or public messaging included in the newsletter to all members	
Member Database	The City and the Operator will provide Sponsor with member database and ride data (opted-in members, compliant to Oregon Law)	
<u>Social Media</u>		
Branded Social Channels	Sponsor colors, identity and guidelines will be incorporated into the System's social channels	
Social Media Influencer Campaigns	Opportunity to integrate Sponsor into influencer campaigns across the City and the Operator social channels	
<u>Mobile App</u>		
Branded App	SCL, name and colors will be included in the Mobile App design	

Experience/Integration	SCL, name and/or public messaging integration/special offer inclusion throughout Mobile App Experience	
Push/Email Notifications	SCL, name and/or public messaging included in all push/email notifications	
Sponsor App	City and Operator to provide Sponsor API support for integration into Sponsor Mobile App	
Rewards System Integration	City and Operator to provide Sponsor opportunity to provide consumers with high engagement rewards integrated with Sponsor	
Map	SCL, name and/or public messaging featured on Mobile Map	
Trip Closure Screen	SCL, name and/or public messaging integrated into Trip Closure Screen	
Mobile Bike Reservations	Name included with mobile bike reservations	
Database	The City will provide Sponsor with member database and rider data (opted-in members, compliant to Oregon Law)	
Digital Innovations	Sponsor's name will be associated with any innovations developed over the Agreement Term, including integrated mobility with transit or car share, incentivized rebalancing and dynamic pricing, etc.	

Exhibit B

Marks

SPONSOR

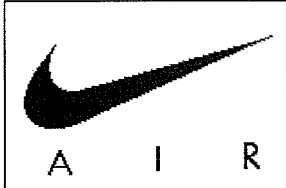

CITY

PROGRAM

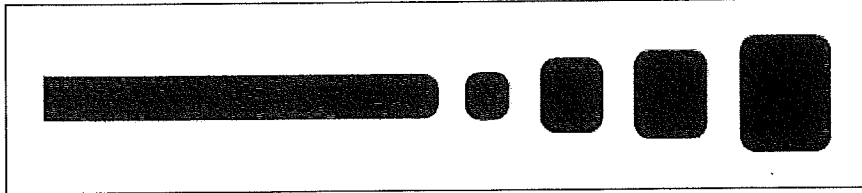


pillsbury

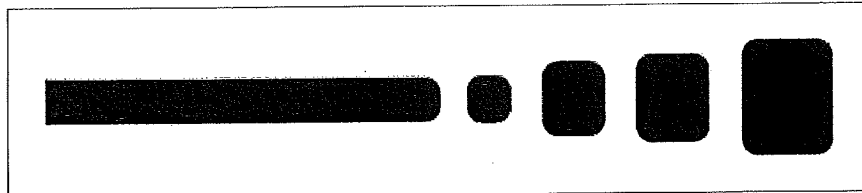
Trademark Prosecution Report (113 documents found)

No.	Mark	Country	Class	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Ren. Date	PWSP Ref. No.
1	AIR-SOLE	United States of America (US)	25	05/30/1978	73/172398	01/13/1981	1145812	Registered	01/13/2021	518600-0340421
2	AIR and Swoosh Design	United States of America (US)	25	11/29/1994	75/975988	06/03/1997	2068075	Registered	06/03/2017	518600-0339996
										
3	AIR FLIGHT	United States of America (US)	25	01/22/1991	74/132298	05/12/1992	1686515	Registered	05/12/2022	518600-0339825
4	AIR JORDAN	United States of America (US)	25	05/07/1985	73/536336	11/12/1985	1370283	Registered	11/12/2025	518600-0340011
5	AIR JORDAN	United States of America (US)	35			01/30/2008	5801340	Registered	01/30/2018	518600-0396177
6	AIR JORDAN and Wings Design	United States of America (US)	25	06/05/2009	77/753704	12/15/2009	3725535	Registered	12/15/2019	518600-0380790
										
7	AIR MAX	United States of America (US)	25	03/01/1988	73/714272	10/11/1988	1508348	Registered	10/11/2018	518600-0340361
8	AIR SKYLON	United States of America (US)	25	11/16/1989	74/002312	11/19/1991	1665479	Registered	11/19/2021	518600-0339934
9	AIR TRAINER MAX	United States of America (US)	25	03/13/1992	74/254999	08/24/1993	1789463	Registered	08/24/2023	518600-0340335

10 Basketball Rectangle Logo United States of America (US) 18, 25 10/19/2012 85/759148 02/03/2015 4682449 Registered 02/03/2025 518600-0418671



11 Basketball Rectangle Logo United States of America (US) 25 10/19/2012 85/980359 12/10/2013 4449186 Registered 12/10/2023 518600-0428101



12 BECOME LEGENDARY United States of America (US) 25 08/27/2007 77/265533 04/20/2010 3778548 Registered 04/20/2020 518600-0374403

13 CAMP 13 Design United States of America (US) 35 03/31/2009 77/703705 01/11/2011 3904972 Registered 01/11/2021 518600-0379796



14 CP3 Logo United States of America (US) 25 03/24/2010 77/967822 10/12/2010 3860743 Registered 10/12/2020 518600-0385996

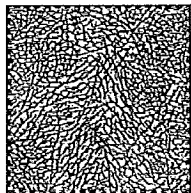


15 DRI-FIT United States of America (US) 24, 25 07/20/1990 74/800882 09/21/1993 1794058 Registered 09/21/2023 518600-0340501

16 DRI-FIT United States of America (US) 25 07/20/1990 74/080120 04/04/1995 1887959 Registered 04/04/2025 518600-0340003

17 DRI-FIT United States 25, 28 06/04/2001 76/266328 05/21/2002 2571314 Registered 05/21/2022 518600-0340133
of America
(US)

18 Elephant Print Design United States 18, 25 03/16/2011 85/269004 05/08/2012 4137741 Registered 05/08/2022 518600-0393226
of America
(US)



19 ELITE United States 25 04/13/1978 73/166262 10/13/1981 1173359 Registered 10/13/2021 518600-0339834
of America
(US)

20 FLIGHT United States 25 06/12/2003 78/261504 12/14/2004 2910530 Registered 12/14/2024 518600-0374086
of America
(US)

21 FLYKNIT United States 25 03/30/2012 85/585515 08/27/2013 4393310 Registered 08/27/2023 518600-0405837
of America
(US)

22 HOOP SUMMIT United States 25 04/05/1995 74/656109 06/30/1998 2169840 Registered 06/30/2018 518600-0339878
of America
(US)

23 HOUSE OF HOOPS United States 35 08/13/2002 78/153636 10/11/2005 3006345 Registered 10/11/2025 518600-0374351
of America
(US)

24 HYPERFEEL United States 25 06/24/2013 85/968054 10/21/2014 4625781 Registered 10/21/2024 518600-0423851
of America
(US)

25 HYPERFUSE United States 25 02/18/2011 85/246497 05/22/2012 4147577 Registered 05/22/2022 518600-0392661
of America
(US)

26 JETER Logo United States 25 07/17/2008 77/524668 05/25/2010 3793887 Registered 05/25/2020 518600-0374317
of America
(US)

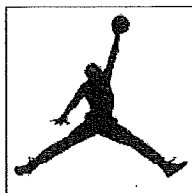


27 JUMPMAN United States 25 09/11/2007 77/276692 05/26/2009 3627820 Registered 05/26/2019 518600-0374268
of America
(US)

28 Jumpman Cartoon Art United States 08/20/2009 VA 1- Registered 518600-0405744
(Copyright) of America 684-908
(US)

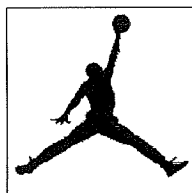
29 Jumpman Design

United States of America (US) 18, 25 11/16/1989 74/000758 12/22/1992 1742019 Registered 12/22/2022 518600-0339951



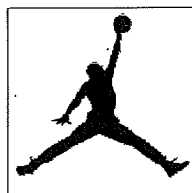
30 Jumpman Design

United States of America (US) 25 05/13/1988 73/728115 09/26/1989 1558100 Registered 09/26/2019 518600-0340459



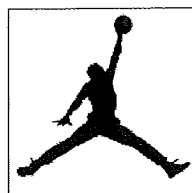
31 Jumpman Design

United States of America (US) 25 8196 12/14/2006 8196 Registered 12/14/2016 518600-0396183



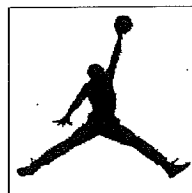
32 Jumpman Design

United States of America (US) 28 09/23/2005 78/719454 05/13/2008 3428287 Registered 05/13/2018 518600-0374365



33 Jumpman Design

United States of America (US) 35 01/30/2008 5801344 Registered 01/30/2018 518600-0396182



34 JUST DO IT United States of America (US) 09 12/06/2012 85/795981 06/11/2013 4350316 Registered 06/11/2023 518600-0419793

35 JUST DO IT United States of America (US) 09 08/26/2013 86/048407 03/17/2015 4704671 Registered 03/17/2025 518600-0425053

36 JUST DO IT United States of America (US) 25 8200 12/14/2006 8200 Registered 12/14/2016 518600-0396188

37 JUST DO IT. United States of America (US) 25 10/03/1989 73/829171 01/24/1995 1875307 Registered 01/24/2025 518600-0340480

38 KD Logo United States of America (US) 18, 25 05/30/2013 85/946887 01/07/2014 4462766 Registered 01/07/2024 518600-0423414

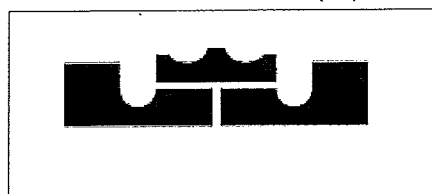


39 LEBRON United States of America (US) 18 03/02/2005 78/578832 04/15/2008 3412757 Registered 04/15/2018 518600-0374389

40 LEBRON United States of America (US) 25 03/02/2005 78/578837 01/15/2008 3370246 Registered 01/15/2018 518600-0374391

41 LEBRON United States of America (US) 28 03/02/2005 78/578843 05/20/2008 3432675 Registered 05/20/2018 518600-0374394

42 LeBron Logo United States of America (US) 18, 25, 02/07/2011 85/235609 12/04/2012 4254513 Registered 12/04/2022 518600-0392339



43 LUNARLON United States of America (US) 17, 25 11/20/2009 77/877978 05/17/2011 3962725 Registered 05/17/2021 518600-0383798

44 MATT MATT ARENA Design United States of America (US) 25 06/21/2010 85/067910 02/11/2014 4481409 Registered 02/11/2024 518600-0387412



45 MATT MATTHEW KNIGHT ARENA Stylized United States 43 07/05/2012 85/669743 02/19/2013 4292148 Registered 02/19/2023 518600-0410444
of America
(US)



46 MELO United States 25 11/15/2005 78/754510 05/01/2007 3236278 Registered 05/01/2017 518600-0392977
of America
(US)

47 Melo Logo United States 25 07/18/2008 77/526152 02/24/2009 3580156 Registered 02/24/2019 518600-0374312
of America
(US)



48 NIKE United States 09 08/26/2013 86/048388 03/17/2015 4704670 Registered 03/17/2021 518600-0425052
of America
(US)

49 NIKE United States 09 12/07/2004 78/528705 04/01/2008 3406594 Registered 04/01/2018 518600-0374387
of America
(US)

50 NIKE United States 09 04/30/2004 78/411705 04/18/2006 3081688 Registered 04/18/2026 518600-0374101
of America
(US)

51 NIKE United States 09, 28 12/19/1994 74/612654 04/13/1999 2239077 Registered 04/13/2019 518600-0339779
of America
(US)

52 NIKE United States 14 10/24/1996 75/977720 10/13/1998 2196735 Registered 10/13/2018 518600-0340194
of America
(US)

53 NIKE United States 16, 18 04/29/1993 74/384106 10/03/1995 1924353 Registered 10/03/2025 518600-0339936
of America
(US)

54 NIKE United States 18 01/16/1979 73/200253 05/12/1981 1153938 Registered 05/12/2021 518600-0339869
of America
(US)

55	NIKE	United States of America (US)	25	01/23/1995 74/624334 01/02/1996 1945654 Registered 01/02/2016 518600-0339793
56	NIKE	United States of America (US)	25	03/23/1981 73/302504 11/02/1982 1214930 Registered 11/02/2022 518600-0339851
57	NIKE	United States of America (US)	25	8199 12/14/2006 8199 Registered 12/14/2016 518600-0402286
58	NIKE	United States of America (US)	25	04/22/1982 73/361067 05/08/1984 1277066 Registered 05/08/2024 518600-0340313
59	NIKE	United States of America (US)	25	01/31/1972 72/414176 02/19/1974 978952 Registered 02/19/2024 518600-0340096
60	NIKE	United States of America (US)	28	12/07/2004 78/528586 02/26/2008 3389746 Registered 02/26/2018 518600-0374309
61	NIKE	United States of America (US)	28	12/02/1994 74/605806 12/24/1996 2025926 Registered 12/24/2016 518600-0339820
62	NIKE	United States of America (US)	30	05/12/2003 78/248500 11/07/2006 3167342 Registered 11/07/2016 518600-0374379
63	NIKE	United States of America (US)	35	01/30/2008 5801341 Registered 01/30/2018 518600-0396178
64	NIKE	United States of America (US)	42	03/23/1981 73/302505 06/21/1983 1243248 Registered 06/21/2023 518600-0339854
65	NIKE AEROGRAPHICS	United States of America (US)	25	08/28/2008 77/557936 11/02/2010 3870962 Registered 11/02/2020 518600-0376535
66	NIKE AIR	United States of America (US)	25	09/28/1982 73/391596 11/27/1984 1307123 Registered 11/27/2024 518600-0340472
67	NIKE AIR and Swoosh Design	United States of America (US)	25	05/10/1989 73/799044 12/12/1989 1571066 Registered 12/12/2019 518600-0340332



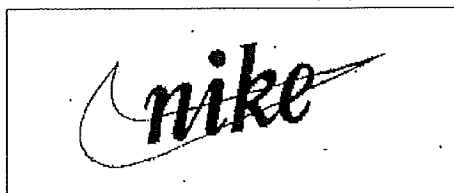
and Swoosh Design

of America
(US)

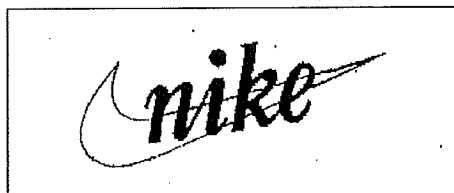
69 NIKE FREE United States 25 01/27/2005 78/801040 01/02/2007 3192901 Registered 01/02/2017 518600-0374449
of America
(US)

70 NIKE IHM United States 42, 40 04/07/2006 78/856997 05/08/2007 3239272 Registered 05/08/2017 518600-0374445
of America
(US)

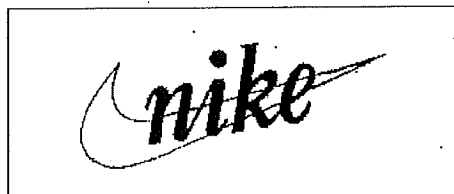
71 NIKE in Script with Swoosh United States 25 08/26/1993 75/975826 10/07/1997 2104329 Registered 10/07/2017 518600-0340030
Design (Outline Form) of America
(US)



72 NIKE in Script with Swoosh United States 25 08/26/1993 74/428751 08/11/1998 2180866 Registered 08/11/2018 518600-0339917
Design (Outline Form) of America
(US)



73 NIKE in Script with Swoosh United States 25 08/26/1993 75/975473 12/17/1996 2024717 Registered 12/17/2016 518600-0340406
Design (Outline Form) of America
(US)



74 NIKE SPHERE United States 25 12/04/2002 78/191038 01/13/2004 2804865 Registered 01/13/2024 518600-0374138
of America
(US)

75 NIKE TOWN United States 42 10/24/1990 74/108605 06/08/1993 1775629 Registered 06/08/2023 518600-0339979
of America
(US)

76 NIKE TOWN and Design United States 42 10/24/1990 74/108604 09/28/1993 1796122 Registered 09/28/2023 518600-0339993
of America
(US)



77 NIKEFACTORYSTORE United States 35 04/02/2007 77/146617 11/27/2007 3343609 Registered 11/27/2017 518600-0374490
(Stylized) of America (US)

NikeFactoryStore

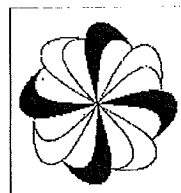
78 NIKEFREE United States 25 04/20/2005 78/613193 05/02/2006 3087455 Registered 05/02/2016 518600-0374313
of America (US)

79 PHYLITE United States 25 06/16/2000 76/071472 12/10/2002 2657832 Registered 12/10/2022 518600-0340104
of America (US)

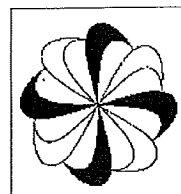
80 STORM-FIT United States 25 12/06/1999 75/864759 03/26/2002 2551655 Registered 03/26/2022 518600-0340124
of America (US)

81 STORM-FIT United States 25 10/20/1994 74/588146 07/15/1997 2079625 Registered 07/15/2017 518600-0339995
of America (US)

82 Sunburst Design United States 25 02/13/2009 77/670565 08/17/2010 3833438 Registered 08/17/2020 518600-0378583
of America (US)



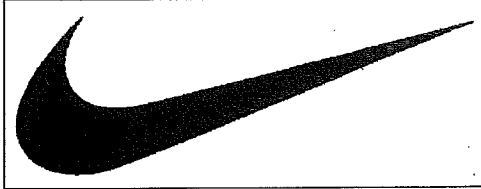
83 Sunburst Design United States 25 07/02/2008 77/513423 08/03/2010 3826832 Registered 08/03/2020 518600-0374318
of America (US)



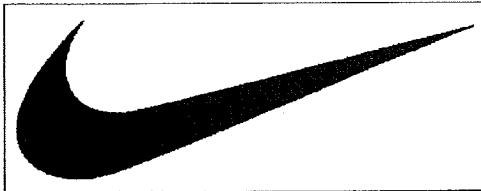
84 SWOOSH United States 25 05/04/1981 73/308697 07/06/1982 1200529 Registered 07/06/2022 518600-0339886
of America (US)

85 SWOOSH United States 25 10/11/1994 75/977266 06/09/1998 2164810 Registered 06/09/2018 518600-0340352
of America
(US)

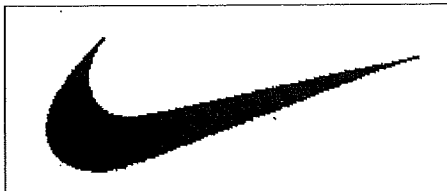
86 Swoosh Design United States 09 12/08/2004 78/529400 07/22/2008 3473652 Registered 07/22/2018 518600-0374385
of America
(US)



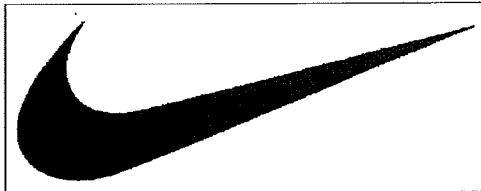
87 Swoosh Design United States 09 12/15/1995 75/976088 10/21/1997 2107521 Registered 10/21/2017 518600-0340306
of America
(US)



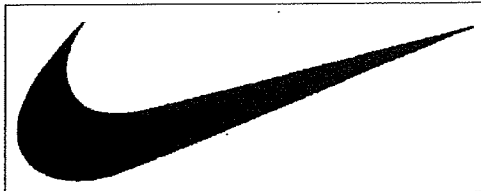
88 Swoosh Design United States 09 08/26/2013 86/048476 03/17/2015 4704672 Registered 03/17/2025 518600-0425054
of America
(US)



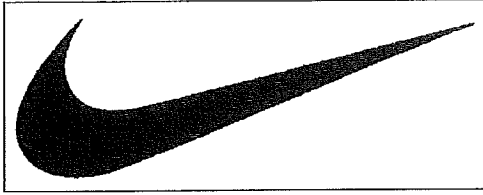
89 Swoosh Design United States 09, 14 10/02/1995 75/978002 04/06/1999 2237852 Registered 04/06/2019 518600-0340451
of America
(US)



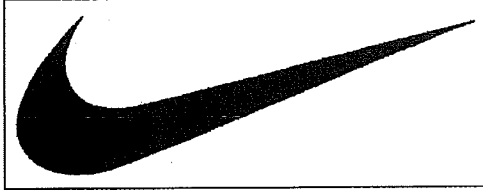
90 Swoosh Design United States 09, 14 05/11/2000 76/046522 07/13/2004 2863049 Registered 07/13/2024 518600-0340152
of America
(US)



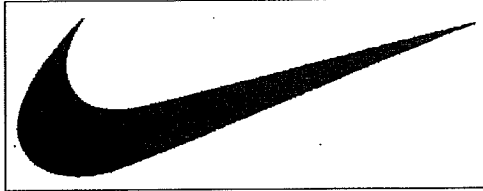
91 Swoosh Design United States 09, 28 08/30/1996 75/161020 12/25/2001 2522877 Registered 12/25/2021 518600-0340002
of America
(US)



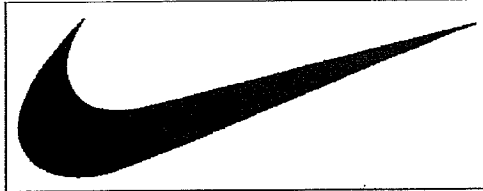
92 Swoosh Design

United States 09, 28 12/19/1994 74/612655 04/13/1999 2239078 Registered 04/13/2019 518600-0339774
of America
(US)

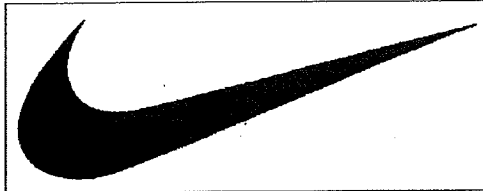
93 Swoosh Design

United States 14, 41 10/02/1995 75/000071 09/18/2001 2490994 Registered 09/18/2021 518600-0340368
of America
(US)

94 Swoosh Design

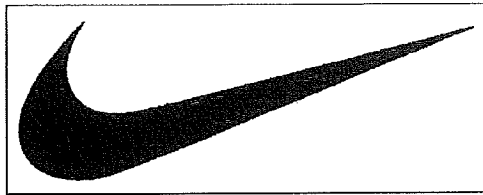
United States 16, 18 05/05/1993 74/386739 10/10/1995 1926168 Registered 10/10/2025 518600-0339958
of America
(US)

95 Swoosh Design

United States 25 04/03/1981 73/304275 03/05/1985 1323343 Registered 03/05/2025 518600-0339890
of America
(US)

96 Swoosh Design

United States 25 04/22/1982 73/361065 07/03/1984 1284385 Registered 07/03/2024 518600-0340311
of America
(US)



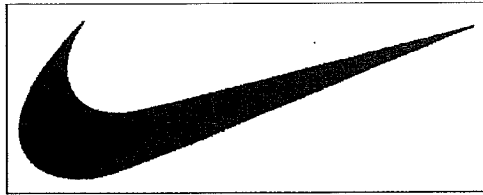
97 Swoosh Design

United States 25
of America
(US)

8198

12/14/2006 8198

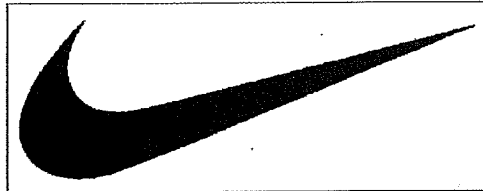
Registered 12/14/2016 518600-0396186



98 Swoosh Design

United States 25
of America
(US)

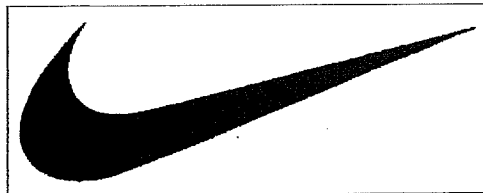
12/01/1995 75/028000 07/30/1996 1990180 Registered 07/30/2026 518600-0340351



99 Swoosh Design

United States 28
of America
(US)

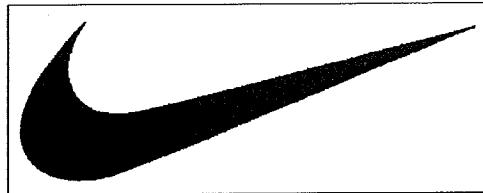
12/07/2004 78/528588 03/13/2007 3218672 Registered 03/13/2017 518600-0374383



100 Swoosh Design

United States 28
of America
(US)

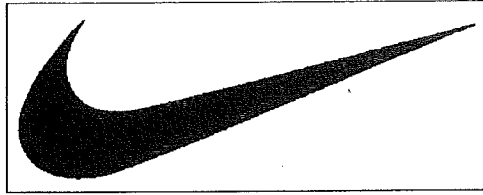
12/02/1994 74/605805 12/17/1996 2024437 Registered 12/17/2016 518600-0339821



101 Swoosh Design

United States 35
of America
(US)

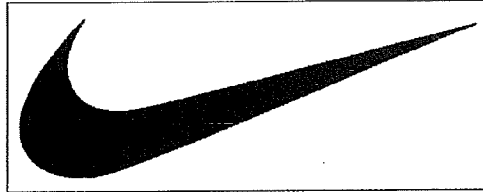
01/30/2008 5801342 Registered 01/30/2018 518600-0396179



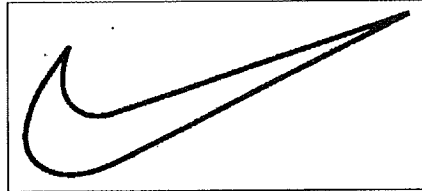
102 Swoosh Design

United States 42
of America
(US)

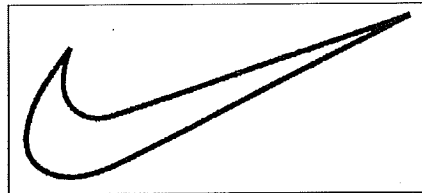
04/03/1981 73/304174 01/17/1984 1264529 Registered 01/17/2024 518600-0339855

103 Swoosh Design (Outline
Form)United States 18
of America
(US)

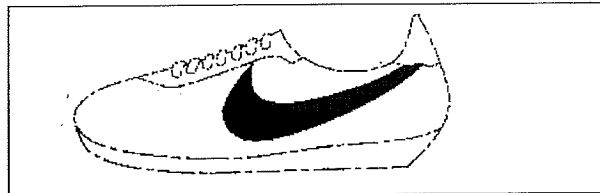
01/15/1979 73/200031 01/06/1981 1145473 Registered 01/06/2021 518600-0339858

104 Swoosh Design (Outline
Form)United States 25
of America
(US)

01/31/1972 72/414177 01/22/1974 977190 Registered 01/22/2024 518600-0340455

105 Swoosh Design (Phantom
Shoe)United States 25
of America
(US)

03/23/1981 73/302507 03/05/1985 1323342 Registered 03/05/2025 518600-0339853



106 SWOOSH FLEX

United States 25
of America
(US)

12/19/2003 78/343842 08/02/2005 2980895 Registered 08/02/2035 518600-0374098

107 THERMA-FIT

United States 25
of America
(US)

07/20/1990 74/080186 06/14/1994 1839775 Registered 06/14/2024 518600-0339969

108 TRUNNER

United States 25

10/21/1998 75/574374 12/17/2002 2663568 Registered 12/17/2022 518600-0340405

of America
(US)

109 VAPOR	United States of America (US)	28	09/08/1997 75/352837 03/13/2001 2434459 Registered 03/13/2021 518600-0376619
110 WAFFLE	United States of America (US)	25	10/23/1978 73/190217 05/01/1984 1276233 Registered 05/01/2024 518600-0339856
111 WAFFLE RACER	United States of America (US)	25	12/30/1999 75/883316 11/19/2002 2652318 Registered 11/19/2022 518600-0340439
112 WAFFLE TRAINER	United States of America (US)	25	12/30/1999 75/883317 10/12/2004 2893674 Registered 10/12/2024 518600-0340440
113 WORLD BASKETBALL FESTIVAL Stylized	United States of America (US)	41	04/28/2010 85/975775 06/12/2012 4159433 Registered 06/12/2022 518600-0398924



EXHIBIT C
Competitors*

Adidas
Lululemon
New Balance
Puma
Reebok
Under Armour

**This list is for illustrative purposes and is intended only to provide some examples of Sponsor competitors. This list is not exhaustive. Any questions concerning whether a potential sponsor of City would be considered a significant competitor should be directed to the responsible Sponsor contact person. Sponsor may amend this list from time to time upon prior written notice to City.*

Exhibit D
Program Agreement

