

March 10, 2010

Via Electronic Mail [fbarnes@k12albemarle.org]

Mr. Fitz Barnes

Director of Athletics

Monticello High School

1400 Independence Way

Charlottesville, VA 22902

Re: Under Armour, Inc. Undeniable High School Program

Dear Fitz:

Thank you for the opportunity to outfit Monticello High School's Athletic Teams ("Teams"). This letter is written to set forth the terms pursuant to which Under Armour, Inc. will outfit your Teams.

1. **Term.** The term of our relationship begins on January 1, 2010 and ends on December 31, 2012. At the end of the term, Monticello High School shall discuss in good faith exclusively with Under Armour a renewal of this agreement. However, if Monticello High School and Under Armour cannot agree on the terms of a renewal, they are not obligated in any way to enter into a renewal of this agreement.

2. **Teams.** The "Teams" shall include football, cross country, golf, swimming, basketball, wrestling, baseball, track, lacrosse, tennis, soccer, and any other Monticello High School Athletic Teams which may be added during the term.

3. **Under Armour Responsibilities.**

A. **Footwear.** During the term, Under Armour shall provide Under Armour's footwear (either through Under Armour or an Under Armour dealer) for the Teams at 40% off Under Armour's then-current retail pricing ("Team Pricing").

B. **Accessories.** Each year of the term, Under Armour shall supply the: (i) Football Team with \$5,000 worth of Under Armour accessories (gloves, wristbands, etc.); and the rest of the Teams with \$1,000 worth of Under Armour accessories. All Under Armour accessory products shall be valued at Under Armour's then-current retail pricing.

C. **Coaches.** Each year of the term, Under Armour shall supply the: (i) Football Team Coaches with \$10,000 worth of Under Armour products; and (ii) the rest of the Teams' Coaches with \$5,000 worth of Under Armour products. All such Under Armour products shall be valued at Under Armour's then-current retail pricing. This product allotment is available for coaching and sideline apparel only.

3. **Monticello High School's Responsibilities.**

A. **Uniforms.** Monticello High School shall purchase a set of home and away Under Armour uniforms as needed for the aforementioned "Teams" at Under Armour's then-current team pricing.

B. **Under Armour Product Use.** The Teams shall exclusively use the Under Armour uniforms and accessories (with the understanding that Teams shall only be responsible for exclusively wearing the Under Armour uniforms once they purchase new uniforms). The coaching staff for such Teams shall wear the Under Armour coaching apparel and sideline apparel provided under this agreement. The Teams shall be required to purchase and wear Under Armour's footwear appropriate for their respective sports (if Under Armour makes appropriate footwear for their respective sport) at the Team Pricing provided by Under Armour.

Please indicate your acceptance of this agreement by having an authorized representative of Monticello High School sign below and return this letter to us. We look forward to working with you and becoming a part of the successful tradition of Monticello High School. Thank you.

Best Regards,

Walker Jones
Director—Sports Marketing
Under Armour, Inc.

Accepted and agreed:

By: 

Printed: Fitzgerald Barnes

Date: 5/24/10