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February 19, 2016

PER A. RAMFJORD
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VIA EMAIL AND U.S. MAIL

Boris Berian
9836 Main Street
Rancho Cucamonga, CA 97130
Berian800@yahoo.com

Re: Track & Field Contract between Nike USA, Inc. ("NIKE") and Boris Berian

Dear Mr. Berian:

We represent NIKE and are writing with regard to your Track & Field Contract with NIKE (the "Contract"). Specifically, we are writing to inform you that NIKE intends to enforce its contractual right of first refusal to require you to enter a new agreement with NIKE and will take any necessary legal action to enjoin you from entering an agreement with New Balance.

As you know, Paragraph 5 of your Contract provides that "NIKE shall have a right of first refusal with regard to any bona fide third party offer." Pursuant to that provision, on January 20, 2016, your agent, Merhawi Keflezighi, provided NIKE with a written offer you had received from New Balance. In response, on January 22, 2016, John Capriotti of NIKE responded saying that it would match "the New Balance offer" as set forth in the written terms you provided. Based on this series of events, you are now obligated to enter a new agreement with NIKE under the terms set forth in the New Balance offer.

Should you refuse to enter a new agreement with NIKE, we will have no choice but to seek an injunction to prevent you from entering a contract with New Balance. Courts routinely grant such injunctions and we fully expect that such an injunction would be granted in this case.

We also want to make clear that NIKE is not required to and will not consider matching any additional or alternative offers from New Balance. We understand that Mr. Keflezighi has suggested that Mr. Capriotti somehow invited you to present a "revised offer" from New Balance. That is not the case. In his January 22, 2016 letter, Mr. Capriotti noted that the written terms of the New Balance offer were silent with respect to the type of reductions that are common in track and field contracts. Mr. Capriotti therefore asked you to confirm whether reductions or any other material terms were excluded from written terms you provided to NIKE. Such information is necessary for NIKE to honor its commitment to match all material terms of the January 20, 2016 New Balance offer. Because NIKE has already agreed to match such



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terms, however, it has invoked its right of first refusal, which precludes you from negotiating further with New Balance for a new or revised offer.

We want to be clear that NIKE remains extremely enthusiastic about continuing to work with you and is committed to maintaining a positive and mutually beneficial working relationship in the future. Nonetheless, NIKE is also committed to enforcing the terms of its sponsorship agreements and it is prepared to take all necessary legal action to preserve its contractual rights.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Per A. Ramfjord

PAR:llg

cc: Merhawi Keflezighi
John Capriotti, NIKE
Ben Cesar, NIKE
Leah Rinfret, NIKE