

# NIKE INC

## FORM 8-K (Current report filing)

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Address	ONE BOWERMAN DR BEAVERTON, OR 97005-6453
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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): August 31, 2007.

**NIKE, INC.**

(Exact Name of Registrant as Specified in Charter)

Oregon	1-10635	93-0584541
_____	_____	_____
(State of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

One Bowerman Drive  
Beaverton, Oregon 97005-6453

(Address of Principal Executive Offices)

(503) 671-6453

(Registrant's telephone number, including area code)

**NO CHANGE**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act

(17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement.**

The Company entered into an Employment Agreement and a Covenant Not to Compete and Non-Disclosure Agreement with Mr. Ronald D. McCray, under which Mr. McCray was to become Vice President and Chief Administrative Officer on August 31, 2007.

The following descriptions of Mr. McCray's Employment Agreement and Covenant Not to Compete and Non-Disclosure Agreement (the "Agreements") briefly summarize the material terms and conditions and are qualified in their entirety by reference to the full text of the

Agreements, which are filed as Exhibits 10.1 and 10.2 to the current report on Form 8-K.

Under the terms of Mr. McCray's Employment Agreement, Mr. McCray will receive an annual base salary of \$650,000 and a one time sign-on bonus of \$350,000. Mr. McCray's incentive bonus target under the Company's annual Performance Sharing Plan will be 70% of his annual salary, the payout for which can be higher or lower depending on the Company's financial performance in relation to performance targets set annually by the Compensation Committee of the Board of Directors. Mr. McCray will also receive, subject to approval by the Compensation Committee of the Board of Directors (i) a stock option to purchase 50,000 shares of the Class B Common Stock, which will vest with respect to 25% of the shares on the first four anniversaries of the date of grant, (ii) an initial sign-on restricted stock bonus granted as of September 17, 2007 with a value of \$800,000 based on the closing market price on that day, which will vest with respect to one-third of the shares on the first three anniversaries of the date of grant, and (iii) a restricted stock bonus granted in July, 2008 with a value of \$250,000 based on the closing market price on the date of grant, which will vest 100% on the first anniversary of the date of grant. Mr. McCray will receive an annual award under the Company's Long Term Incentive Plan ("LTIP") with a target payout of \$300,000, the payout for which can be higher or lower depending on the Company's financial performance in relation to the three-year performance targets set annually by the Compensation Committee of the Board of Directors. The Company will also pay Mr. McCray a cash bonus as if he had been a participant in the LTIP for the three-year performance periods of fiscal 2006-2008 and fiscal 2007-2009, with target payouts of \$300,000. If Mr. McCray's employment is terminated by the Company without cause, or if he terminates his employment for good reason, Mr. McCray will receive for one year a monthly payment equal to his last monthly base salary, and a lump sum equal to 100 percent of his target bonus under the Executive Performance Sharing Plan.

Mr. McCray's Covenant Not to Compete and Non-Disclosure Agreement contains a covenant not to compete that extends for one year following the termination of his employment with the Company. The Agreement provides that if Mr. McCray's employment is terminated by the Company, the Company will make monthly payments to him during the one-year noncompetition period in an amount equal to 1/12th of his then current annual salary. If Mr. McCray voluntarily resigns, the Company will make monthly payments to him during the one-year noncompetition period in an amount equal to 1/24th of his then current annual salary. Termination payments under the Employment Agreement above, if paid, satisfy the payments under the Covenant Not to Compete and Non-Disclosure Agreement, if enforced. The Company may waive the covenant not to compete. If the covenant is waived, the Company will not be required to make the payments described above for the months as to which the waiver applies.

#### **Item 9.01 Financial Statements and Exhibits**

##### (d) Exhibits

10.1 Employment Agreement, dated July 17, 2007, between NIKE, Inc. and Ronald D. McCray

10.2 Covenant Not to Compete and Non-Disclosure Agreement, dated August 31, 2007, between NIKE, Inc. and Ronald D. McCray

#### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**NIKE, Inc.**  
(Registrant)

*Date: September 5, 2007*

*/s/ Donald W. Blair*

*By: Donald W. Blair*  
*Chief Financial Officer*

**EXHIBIT 10.1**

July 17, 2007

Mr. Ron McCray  
9242 Hathaway  
Dallas, TX 75220

Dear Ron:

Welcome! We are very pleased to confirm your acceptance of Nike's offer to employ you as its Vice President and Chief Administrative Officer. We feel that your experience and talents are valuable to NIKE, and we are excited that you will be joining the team. As discussed, your start date will be August 31, 2007.

We are offering you an annualized salary of \$650,000 which will be paid on bi-weekly basis.

We are also offering you a sign-on bonus of \$350,000 which will be paid along with your first paycheck. Bonus payments are subject to the appropriate withholdings and deductions.

As a Nike employee, you will participate in our Performance Sharing Plan (PSP). PSP is a bonus program based upon a percentage of your eligible paid fiscal year earnings (June 1 - May 31), and is distributed in August of each year if we achieve our Pre-Tax Income goals for the year just concluded. The target PSP percentage for this position is 70%. This incentive bonus will vary based upon company performance. If extraordinary performance is achieved, you can earn up to 150% of your target award.

Subject to approval by the Nike, Inc. Compensation Committee of the Board of Directors, and the terms of Nike's 1990 Stock Incentive Plan, as it may be amended from time to time, Nike will grant you an initial "sign-on" option to purchase 50,000 shares of Nike, Inc. Class B Common Stock with an exercise price equal to the closing market price on the date of grant. The option will vest 25 percent per year, and have a ten year term. The effective date of the grant will coincide with the first Compensation Committee meeting following commencement of your employment, now scheduled for September 17, 2007.

Subject to approval by the Nike, Inc. Compensation Committee and the terms of Nike's 1990 Stock Incentive Plan, as it may be amended from time to time, Nike will also grant you \$800,000 worth of Nike, Inc. Class B Common Stock, which shall be "restricted." These restricted shares will vest at the rate of one-third per year over the three years following the date of grant. The effective date of this "sign-on" grant will, likewise, coincide with the first Compensation Committee meeting following commencement of your employment, now scheduled for September 17, 2007.

On the first company-wide general stock and stock option grant date following commencement of your employment, Nike will grant you an option to purchase 50,000 shares of Nike, Inc. Class B Common Stock with an exercise price equal to the closing price on the date of grant. The number of shares and terms of the annual award will in the future be subject to your individual performance, approval by the Nike, Inc. Compensation Committee, and the terms of the Nike, Inc. 1990 Stock Incentive Plan, as it may be amended from time to time. The annual grant traditionally takes place in July, so the next grant date will be in July 2008.

Also in July 2008, Nike shall grant you \$250,000 worth of Nike, Inc. Class B Common Stock, which shall be "restricted." These restricted shares shall be in addition to the "sign-on" restricted shares referenced above and in this case vest at the rate of 100% per year over the one year following the date of grant. Our restricted stock grant practice follows a three year cycle. While the value of the grant of restricted shares is subject to your individual performance, you are eligible for a full three year grant the following year, July 2009.

You will be eligible to participate in Nike's Long Term Incentive Plan (LTIP). The LTIP is designed to reward you based on Nike's Revenue and Earnings Per Share performance over a three-year period. The plan could pay out more or less than target depending on Nike's performance. Applicable to the FY08 and FY09 LTIP, if extraordinary performance is achieved, you can earn up to 150% of your target award. Applicable to the FY10 LTIP, if extraordinary performance is achieved, you can earn up to 200% of your target award. Plan awards are made in cash at the end of the three-year performance period.

As a Corporate Vice President, your target award will be \$300,000. Since you are joining Nike mid-way in some Plan years, your target award would normally be pro-rated for Fiscal Years '08 and '09. However, you will be paid an additional cash bonus each year beginning with the FY08 plan as if you had been a full participant in each of the three years of the plan (see chart below).

	3-Year Performance Period	Normal Target Award if Start July	Award Target Award after Special Make-up Bonus
FY08 LTIP	FY06, FY07, FY08	\$100,000	\$300,000
FY09 LTIP	FY07, FY08, FY09	\$200,000	\$300,000

You will be eligible for corporate benefits starting the first day of the month following 30 days of employment. Amongst the large suite of corporate benefits offered, included is Nike's 401(K) and Profit Sharing Plan. Provided you enroll in the plan, Nike will match 100% of the first 5% of your before tax contributions up to the IRS dollar limit. You are 100% vested in the 401(K) plan at all times.

In addition, Nike makes contributions to your profit sharing account. The amount varies each year and is based on Nike's annual financial performance results. You must be employed on June 1 and May 31 of the plan year and you must complete 1,000 or more hours of service to be eligible for a contribution. You become vested in your Profit Sharing Account based on years of service and are fully vested after five years.

### **Deferred Compensation Plan (DCP)**

You are eligible to contribute to the DCP. This non-qualified plan offers several investment options and provides the advantage of tax deferring a percentage of your salary as well as eligible bonus payments. Regardless of your personal decision to contribute, Nike shall make an annual contribution to your DCP account in an amount equal to profit sharing plan contributions (see above) on eligible compensation over the IRS annual dollar limits related to qualified benefit plans.

As a Vice President, you are defined as a "key employee" under the DCP subject to special plan provisions. Under these provisions, you will not be able to receive a distribution until six months from the date of separation from service. This six-month delay does not apply to distributions on account of death, disability, or unforeseeable financial hardship or to scheduled withdrawals. Further details on this plan will be provided to you.

### **Executive Financial Services Program**

You will be eligible to receive 50% reimbursement up to \$5,000 per calendar year for fees charged by financial service providers for time spent giving advice and assistance in the following areas:

- Tax Planning and Tax Return Preparation
- Investment Planning
- Cash Flow Planning
- Retirement Planning
- Estate Planning
- Insurance Planning/Risk Management

### **Executive Travel**

You have the option of electing to travel first class.

### **Parking Space**

You will also receive a reserved parking space.

### **Blackout and Pre-Clearance Policy**

You are covered under the Nike, Inc. Blackout and Pre-Clearance Policy (see attached for details). This policy is in addition to and supplements the Nike, Inc. Insider Trading Policy. In the course of your job at Nike, you may become aware of information about the Company or another company that we do business with which is not available to the public. The use of this information to trade in the stock of Nike or another company is against Nike policy. It is also illegal. The type of information covered by these standards includes any information that might influence an investor to buy or sell Nike stock or the stock of another company with which Nike may be doing or considering doing business. If you need additional information, please contact John Coburn, Legal Department, at (503) 671-3167.

### **Relocation Benefits**

Your relocation benefits include the following:

- Van line service - full pack
- Lump sum payment of \$1,000.00 (net)
- Up to 90 days temporary living accommodations
- Transportation of up to two autos
- Up to 90 days temporary storage
- Rental car up to 30 days if needed
- 1 house/apartment hunting trip
- Final trip transportation for you and your family

- Guaranteed Home Sale Program

### Severance

In the event Nike terminates your employment without cause and/or you leave for Good Reason prior to August 27, 2010, and provided that (1) you comply with the terms of your Covenant Not to Compete and Non-Disclosure Agreement if enforced, and (2) that you execute a release of claims satisfactory to Nike; Nike shall pay you a monthly severance payment equal to one-hundred percent (100%) of your last monthly base salary, in effect, payable in accordance with Nike's payroll practices for one year from the date of your termination. In addition, Nike will pay you a PSP bonus at 100% target for the fiscal year of separation from Nike. The severance payment, if paid, shall serve as the Additional Consideration under the Covenant Not to Compete and Non-Disclosure Agreement, if enforced.

If your employment terminates as a result of a termination for Cause or you leave without "Good reason", Nike shall pay or provide you only the base salary and benefits which have been earned or become payable through the date of such termination.

"Cause" means any one of the following: (i) fraud, (ii) material misrepresentation in connection with performance of your job duties, material misrepresentation in connection with performance of your job duties, which includes but is not limited to conduct which in the judgment of Nike creates a conflict of interest or the appearance of a conflict of interest between you and Nike, or any act or omission in connection with your performance of your job responsibilities or duties under this Agreement that results in injury to the reputation, business, business prospects, or business relationships of Nike, (iii) insubordination (iv) theft or embezzlement, (v) your conviction of, or a plea of guilty or no contest to, a felony under the laws of the United States or any state thereof, (vi) violation of the terms of your Covenant Not to Compete and Non-Disclosure Agreement, (vii) you violate Nike's anti harassment anti discrimination policy, (viii) in carrying out your duties, you engage in conduct that constitutes gross neglect or willful gross misconduct and that, in either case, results in material economic harm to Nike or material harm to Nike's reputation; (ix) your failure to satisfactorily perform any of your material employment duties or duties inherent in your position or title and as described above, which failure continues, in the reasonable judgment of Nike, after written notice given to you by Nike with the opportunity to cure such failure within 30 days.

"Good Reason" shall mean the occurrence of any of the following, without your prior written consent and without full cure on 30 days notice from you to Nike requesting cure: (i) a material breach by Nike of a material term of this Agreement; (ii) a material reduction in your title, duties or responsibilities below the level of such duties and responsibilities as are assigned at the outset of your employment; provided that: (A) any such change in connection with the termination of your employment for Cause or due to disability, or as a result of your death, or voluntary termination of employment by you other than for Good Reason, shall not constitute Good Reason, and (B) any inconsequential or de minimis change in your duties or responsibilities shall not constitute Good Reason.

The termination and severance provisions set forth in this letter shall only remain in effect until and including August 27, 2010.

In the event of a voluntary termination of employment with NIKE for any reason, all continuing relocation benefits and reimbursements will cease as of the date of termination. In addition, if the date of termination is within one year of the effective date of your hire date, you will be required to repay a pro-rated portion of the relocation cost as established by Human Resources. Your acceptance of this offer is also an acceptance of this repayment obligation.

This offer, and your acceptance thereof, is contingent upon your acceptance of the Covenant Not to Compete and Non-Disclosure Agreement (enclosed). You must return a signed copy before the effective date of your new position. This letter constitutes your offer with Nike and supersedes all prior oral and written communications. As a part of our agreement, you acknowledge that your employment at Nike is "at will". This means that you may resign from Nike or Nike may end the employment relationship at any time, with or without cause, and with or without notice.

Ron, we feel that you have a great deal to contribute to the team and we hope that you will find opportunity, challenge, and satisfaction in your association with Nike, Inc. If you have any questions, please feel free to contact me at (503) 671-2629.

Regards,

Lindsay Stewart  
VP/Chief of Staff  
Nike, Inc.

cc: Mark Parker

## EXHIBIT 10.2

### COVENANT NOT TO COMPETE AND NON-DISCLOSURE AGREEMENT

#### PARTIES:

Ronald McCray ("EMPLOYEE")  
and  
NIKE, Inc., and its parent, divisions, subsidiaries, affiliates, successors and assigns. ("NIKE");

#### RECITALS:

A. This Covenant Not to Compete and Non-Disclosure Agreement is executed upon the EMPLOYEE's bona fide advancement with NIKE and is a condition of such advancement. Employee acknowledges that this Covenant Not to Compete and Non-Disclosure Agreement is a condition of advancement.

B. Over the course of EMPLOYEE's employment with NIKE, EMPLOYEE will be or has been exposed to and/or is in a position to develop confidential information peculiar to NIKE's business and not generally known to the public as defined below ("Protected Information"). It is anticipated that EMPLOYEE will continue to be exposed to Protected Information of greater sensitivity as EMPLOYEE advances in the company.

C. The nature of NIKE's business is highly competitive and disclosure of any Protected Information would result in severe damage to NIKE and be difficult to measure.

D. NIKE makes use of its Protected Information throughout the world. Protected Information of NIKE can be used to NIKE's detriment anywhere in the world.

#### AGREEMENT:

In consideration of the foregoing, and the terms and conditions set forth below, the parties agree as follows:

##### 1. Covenant Not to Compete.

(a) Competition Restriction. During EMPLOYEE's employment by NIKE, under the terms of any employment contract or otherwise, and for 1 year thereafter, (the "Restriction Period"), EMPLOYEE will not directly or indirectly, own, manage, control, or participate in the ownership, management or control of, or be employed by, consult for, or be connected in any manner with, any business engaged anywhere in the world in the athletic footwear, athletic apparel or sports equipment, sports electronics/technology and sports accessories business, or any other business which directly competes with NIKE or any of its parent, subsidiaries or affiliated corporations (a "Competitor"). By way of illustration only, examples of NIKE competitors include, but are not limited to: Adidas, FILA, Reebok, Puma, Skechers, KSwiss, Garmin, Polar, Merrell, Timberland, Champion, Oakley, DKNY, Asics, Saucony, New Balance, Ralph Lauren/Polo Sport, B.U.M, FUBU, The Gap, Tommy Hilfiger, Umbro, The North Face, Foot Locker, Sports Authority, Columbia Sportswear, Under Armour, Wilson, Mizuno, Callaway Golf and Titleist. This provision is subject to NIKE's option to waive all or any portion of the Restriction Period as more specifically provided below.

(b) Extension of Time. In the event EMPLOYEE breaches this covenant not to compete, the Restriction Period shall automatically toll from the date of the first breach, and all subsequent breaches, until the resolution of the breach through private settlement, judicial or other action, including all appeals. The Restriction Period shall continue upon the effective date of any such settlement judicial or other resolution. NIKE shall not be obligated to pay EMPLOYEE the additional compensation described in paragraph 1(d) below during any period of time in which this Agreement is tolled due to EMPLOYEE's breach. In the event EMPLOYEE receives such additional compensation after any such breach, EMPLOYEE must immediately reimburse NIKE in the amount of all such compensation upon the receipt of a written request by NIKE.

(c) Waiver of Non-Compete. NIKE has the option, in its sole discretion, to elect to waive all or a portion of the Restriction Period or to limit the definition of Competitor, by giving EMPLOYEE seven (7) days prior notice of such election. In the event all or a portion of the Restriction Period is waived, NIKE shall not be obligated to pay EMPLOYEE for any period of time as to which the covenant not to compete has been waived.

(d) Additional Consideration. As additional consideration for the covenant not to compete described above, should NIKE terminate EMPLOYEE's employment and elect to enforce the non-competition agreement, NIKE shall pay EMPLOYEE a monthly payment equal to one hundred percent (100%) of EMPLOYEE's last monthly base salary while the Restriction Period is in effect. If EMPLOYEE voluntarily terminates employment and NIKE elects to enforce the non-competition agreement, NIKE shall pay EMPLOYEE a monthly severance payment equal to fifty percent (50%) of EMPLOYEE's last monthly base salary while the Restriction Period is in effect. The first payment to EMPLOYEE of additional consideration shall follow on the next applicable pay period after the election to enforce the non-competition agreement, payable in accordance with NIKE's payroll practices.

##### 2. Subsequent Employer. EMPLOYEE agrees to notify NIKE at the time of separation of employment of the name of EMPLOYEE's new

employer, if known. EMPLOYEE further agrees to disclose to NIKE the name of any subsequent employer during the Restriction Period, wherever located and regardless of whether such employer is a competitor of NIKE.

### 3. Non-Disclosure Agreement.

(a) Protected Information Defined. "Protected Information" shall mean all proprietary information, in whatever form and format, of NIKE and all information provided to NIKE by third parties which NIKE is obligated to keep confidential. EMPLOYEE agrees that any and all information to which EMPLOYEE has access concerning NIKE projects and internal NIKE information is Protected Information, whether in verbal form, machine-readable form, written or other tangible form, and whether designated as confidential or unmarked. Without limiting the foregoing, Protected Information includes information relating to NIKE's research and development activities, its intellectual property and the filing or pendency of patent applications, confidential techniques, methods, styles, designs, design concepts and ideas, customer and vendor lists, contract factory lists, pricing information, manufacturing plans, business and marketing plans financial information, sales information, methods of operation, manufacturing processes and methods, products, and personnel information.

(b) Excluded Information. Notwithstanding paragraph

3(a), Protected Information excludes any information that is or becomes part of the public domain through no act or failure to act on the part of EMPLOYEE. Specifically, employees shall be permitted to retain as part of their personal portfolio copies of the employees' original artwork and designs, provided the artwork or designs have become part of the public domain. In any dispute between the parties with respect to this exclusion, the burden of proof will be on EMPLOYEE and such proof will be by clear and convincing evidence.

(c) Employee's Obligations. During the period of employment by NIKE and for a period of two (2) years thereafter, EMPLOYEE will hold in confidence and protect all Protected Information and will not, at any time, directly or indirectly, use any Protected Information for any purpose outside the scope of EMPLOYEE's employment with NIKE or disclose any Protected Information to any third person or organization without the prior written consent of NIKE. Specifically, but not by way of limitation, EMPLOYEE will not ever copy, transmit, reproduce, summarize, quote, publish or make any commercial or other use whatsoever of any Protected Information without the prior written consent of NIKE. EMPLOYEE will also take reasonable security precautions and such other actions as may be necessary to insure that there is no use or disclosure, intentional or inadvertent, of Protected Information in violation of this Agreement.

4. Return of Protected Information. At the request of NIKE at anytime, and in any event, upon termination of employment, EMPLOYEE shall immediately return to NIKE all Protected Information in whatever form, including tapes, notebooks, drawings, digital files, or other media containing Protected Information, and all copies thereof, then in EMPLOYEE's possession or under EMPLOYEE's control.

5. Unauthorized Use. During the period of employment with NIKE and thereafter, EMPLOYEE will notify NIKE immediately if EMPLOYEE becomes aware of the unauthorized possession, use or knowledge of any Protected Information by any person employed or not employed by NIKE at the time of such possession, use or knowledge. EMPLOYEE will cooperate with NIKE in the investigation of any such incident and will cooperate with NIKE in any litigation with third parties deemed necessary by NIKE to protect the Protected Information. NIKE shall provide reasonable reimbursement to EMPLOYEE for each hour so engaged and that amount shall not be diminished by operation of any payment under Paragraph 1(d) of this Agreement.

6. Non-Recruitment. During the term of this Agreement and for a period of one (1) year thereafter, EMPLOYEE will not directly or indirectly, solicit, divert or hire away (or attempt to solicit, divert or hire away) to or for himself or any other company or business organization, any NIKE employee, whether or not such employee is a full-time employee or temporary employee and whether or not such employment is pursuant to a written agreement or is at will.

7. Accounting of Profits. EMPLOYEE agrees that, if EMPLOYEE should violate any term of this Agreement, NIKE shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration or benefits which EMPLOYEE directly or indirectly has realized and/or may realize as a result of or in connection with any such violation (including the return of any additional consideration paid by NIKE pursuant to Paragraph 1(d) above). Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which NIKE may be entitled at law or in equity.

### 8. General Provisions.

(a) Survival. This Agreement shall continue in effect after the termination of EMPLOYEE's employment, regardless of the reason for termination.

(b) Waiver. No waiver, amendment, modification or cancellation of any term or condition of this Agreement will be effective unless executed in writing by both parties. No written waiver will excuse the performance of any act other than the act or acts specifically referred to therein.

(c) Severability. Each provision herein will be treated as a separate and independent clause and unenforceability of any one clause will in no way impact the enforceability of any other clause. Should any of the provisions in this Agreement be found to be unreasonable or invalid by a court of competent jurisdiction, such provision will be enforceable to the maximum extent enforceable by the law of that jurisdiction.

(d) Applicable Law/Jurisdiction. This Agreement, and EMPLOYEE's employment hereunder, shall be construed according to the laws of the State of Oregon. EMPLOYEE further hereby submits to the jurisdiction of, and agrees that exclusive jurisdiction over and venue for any action or proceeding arising out of or relating to this Agreement shall lie in the state and federal courts located in Oregon.

\_\_\_\_\_  
DATE \_\_\_\_\_

By \_\_\_\_\_  
Name: Mark Parker  
Title: President & CEO