****

August 13, 2014

MICHIGAN SWIMMING LSC

KATHRYN A. DEAN

1222 N. 5 MILE RD.

MIDLAND, MI 48640

Dear KATHRYN,

Enclosed is your 2014-2018 Speedo Team Contract.

We appreciate your support of Speedo products and hope this sponsorship program is instrumental in the continued success of your team. **Pursuant to our discussions, attached hereto please find our Club Swim Team Agreement.  As Head Coach, please sign the bottom line on page 6 of this document. If applicable, please have a representative from your Team Board sign the second line on page 6 as well. Once complete, please return to the undersigned:**

Speedo Sports Promotions

Alexis Kraatz

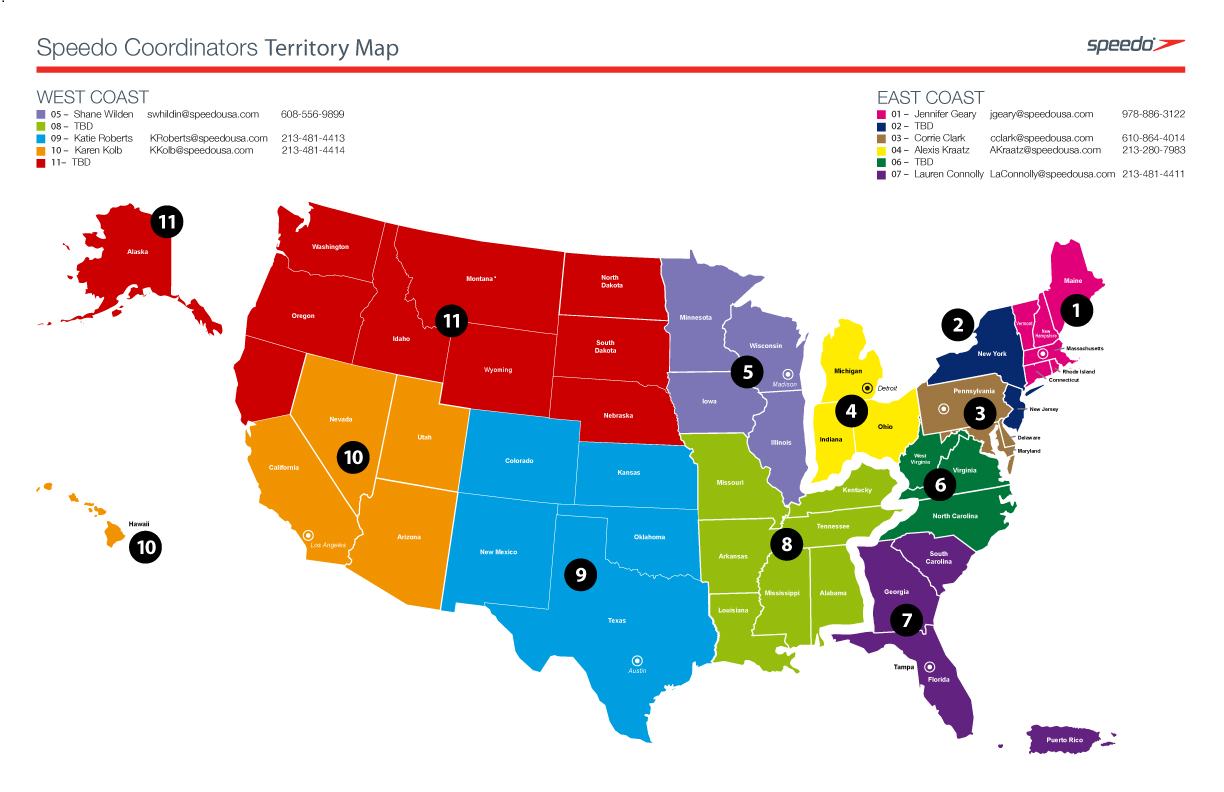
1201 W. 5th St Suite 1200

Los Angeles, CA 90017

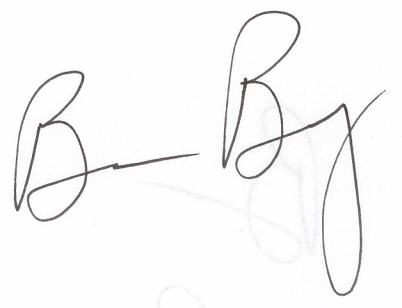
213-481-4914 Fax

alexiskraatz@speedousa.com

Speedo is committed to the improvement of its service levels to our sponsored teams. As a result of this, we have added several staff members to our Sports Marketing Team. The color coded regions shown below indicate your team’s contact person within the Speedo Sports Promotions Department. If you have any questions about the following contract, please feel free to contact your Speedo Sports Marketing Coordinator directly.



Sincerely,



Brian Basye

Director Team Marketing and Sales

213-481-4410

\*THIS AGREEMENT IS BINDING ONLY WHEN EXECUTED BY ALL PARTIES AND EXCHANGED BETWEEN THEM.\*

WARNACO SWIMWEAR INC. – TEAM SPONSORSHIP AGREEMENT

This Agreement is made and entered into effective as of September 1, 2014 (the “Effective Date”), and is by and between Warnaco Swimwear Inc. (“WSI”), having offices at 1201 W. 5th Street, Suite 1200, Los Angeles, California 90017, and MICHIGAN LSC (the “Team”), having offices in the Lansing, MI area.

# 1. Term. The Term of this Agreement shall commence on the Effective Date and continue for a period of forty eight (48) months, up to and concluding on August 31, 2018 (the “Term”). Each twelve month period during the Term shall be referred to herein as a “Contract Year.”

2. Team Benefits to be Provided by WSI. WSI shall provide the Team with the following:

(a) An appropriate amount of SPEEDO brand wearing apparel, (which may include swimwear, swimming and aquatic training accessories, sports bags and warm-up apparel (collectively, the “Products”)), the selection of which shall be determined by WSI in its sole discretion, as follows;

(b) WSI shall provide the Zone Team with the following:

* 40% discount off dealer team pricing on a championship suit. Current suits available are LZR Elite, LZR Pro, FSII and Aquablade.
* 40% discount off dealer pricing on designated outfitting for the Zone meet
* 1 Speedo gift for each swimmer attending the Summer Zone Meet. SMR will provide the gift to the coach.
* 2 banner

(c) For Coaches’ outfitting, WSI shall provide the Team with the following:

* $1000 in each Contract Year (valued at team dealer team pricing) to outfit Coaches. SPEEDO reserve the right to substitute coaches outfitting product based on product availability;
* 2 Speedo coaches shirts in each Contract Year of the Term. Outfitting will be good for coaches, designated meet officials and board members.
* 1 Speedo tee shirt will be provided for the LSC use for sponsored State Meet events and will be given to the host team.

## (d) For promotional support to the TEAM, WSI shall provide the Team with the following:

* $1000 to be used for team or meet support of Speedo brand products each year.
* Signage for LSC meets. Signage will be stored in Michigan and shipped for the LSC to use for their sponsored meets. MI LSC teams may request to use the signage when not in use by the LSC.
* Team Speedo athlete autographed items to be provided for promotional use as mutually agreed upon by Team and WSI; and

3. Team Benefits to be Provided to WSI. The Team shall provide the following benefits exclusively to WSI:

(a) The Team and the Team’s Coach (the “Coach”), as applicable, will ensure that only SPEEDO brand Products will be used as the official Team suit, cap, bag, warm-up, and apparel of the Team, and that all Team members will use and wear only SPEEDO brand Products wherever and whenever possible.

(b) Team shall compete in and the Team’s athletes shall make public appearances exclusively and only in SPEEDO brand Products, which shall be the official Team apparel.

(c) The Team and the Coach shall devote their best efforts to requiring that the Team’s dealer use SPEEDO Products wherever possible for all Team training gear and apparel.

(d) The Team and Coach shall provide WSI with exposure as the exclusive Team swimwear, swim accessory and apparel sponsor wherever and whenever possible, including in newsletters, Team mailings, Team websites, and other materials of any description where a Team sponsor is identified.

(e) The Team and Coach shall continue to provide WSI with exposure and support in the Team’s local swimming market, including, but not limited to, high school and summer team markets.

(f) The Team and Coach shall provide sponsor recognition for WSI as the exclusive Team sponsor in any “learn to swim” or outreach programs conducted by the Team.

(g) When hosting meets and events, the Team and Coach shall use their best efforts to limit meet vendors in the swim, apparel, and swim accessory categories to only official WSI vendors and only for SPEEDO Products, and not for products that are in competition with SPEEDO Products.

(h) When hosting meets and events, the Team and Coach shall use their best efforts to ensure that vendors at Team meets and events will sell only SPEEDO Products in the categories of swim suits, swim accessories, goggles, caps, bags, footwear, training aids, apparel and other products originating with WSI.

(i) The Team and Coach shall hang Speedo banners at each Team facility (WSI to provide signage).

(j) The Team and Coach shall provide WSI with heat sheet advertising and shall hang Speedo banners at each meet or event hosted by the Team.

(k) The Team and Coach shall advise WSI of any promotional opportunities that may arise and will work together with WSI to maximize WSI’s exposure and strengthen its links to the Team, including but not limiting to highlighting the SPEEDO product line during Team sponsored events, meets, clinics, and camps.

(l) The Team shall use its best efforts to ensure that, by no later than the conclusion of the second Contract Year, at least ninety percent (90%) of the Team’s athletes is outfitted in the Team Suits and at least fifty percent (50%) of the Team’s athletes are outfitted in the SPEEDO brand Team warm-up suits. Any purchases of Team Suits or Team warm-up suits by the Team made prior to the Effective Date shall count towards the Team’s obligations pursuant to this Section 3(l).

4. Integrity. Neither the Team nor the Coach shall do anything or make any statement or comment or appearance or engage in any activity or affiliation that would prejudice, degrade or injure WSI, WSI’s reputation, WSI’s products, or the SPEEDO name and mark.

5. Termination.

(a) WSI may terminate this Agreement effective immediately upon the occurrence of any of the following:

(i) if the Team no longer participates in competitive aquatic programs or competitions;

(ii) if the Team breaches any of its material obligations hereunder; and

(iii) if the Team or the Coach does anything that will degrade either the Team or the Coach in society or bring disrepute, scorn, contempt, ridicule or shock, or insult or offend community sensibilities, or be inconsistent with public morals or decency.

(b) WSI shall notify the Team in writing of its intent to terminate this Agreement, specifying the specific material failure by Team as the cause of such termination; and the notice of termination shall become effective immediately without further action by WSI.

(c) If this Agreement is terminated, (i) WSI shall have no further obligations whatsoever to the Team by WSI (except for payments already earned and payable hereunder), (ii) WSI shall have no further obligation to provide any of the benefits set forth herein to Team; and (iii) Team shall not have the right to use any of the SPEEDO Trademarks from and after the effective date of the termination, except that any products or publications approved and produced by or at the direction of WSI prior to that effective date may continue to be distributed during a period of six (6) months following such effective date.

6. Miscellaneous Provisions.

(a) Confidentiality. The parties agree to maintain all terms and conditions of this Agreement as confidential.

(b) Assignment. This Agreement and the rights granted hereunder are personal to the Team and, as applicable, the Coach, and are not assignable by the Team without the prior written consent of WSI. The Coach shall have no right to assign or delegate any obligations hereunder.

(c) Governing Law. Irrespective of the place of execution or performance, this Agreement will be governed, construed and enforced in accordance with the laws of the State of New York applicable to agreements entered into and to be wholly performed therein, and Licensee hereby consents to the sole and exclusive jurisdiction and venue of the courts located in the State of New York, City of New York in any suit, action or proceeding arising out of or related to this Agreement.

(d) Sport’s Governing Body. The terms, conditions, and undertakings in this Agreement shall be subject to all applicable rules and regulations of all administrative or governing bodies for the specific competition events, the Team, the Team’s athletes, and the Coach.

(e) Section Headings. Section headings are included solely for convenience, are not considered to be a part of this Agreement and are not intended to be full and accurate descriptions of the contents or such provisions.

(f) Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute a single document. The parties may also exchange signatures (in counterparts) by facsimile or e-mail transmission, which signatures are deemed to be original, valid and binding. This Agreement shall be binding only upon the full execution by all parties and the exchange between them of a fully executed Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WARNACO SWIMWEAR INC.

By:

Name:

Title:

MICHIGAN LSC

By:

Name: Kathryn A. Dean

Title: Administrator

ACKNOWLEDGED BY:

Name:

**Michigan LSC**