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A G R E E M E N T

THIS AGREEMENT made and entered into as of this first day of July, 1960, by and between SUMMIT SPORTSWEAR COMPANY of Boston Massachusetts, (hereinafter referred to as "SUMMIT"), and Marlene Bauer Hagge, (hereinafter referred to as "HAGGE");

W I T N E S S E T H :

WHEREAS, Summit desires to retain and employ Hagge to endorse and wear skirts, slacks, shorts, shirts, jerkins, jackets, vests, and other outer wear made by Summit and desires to use Hagge's name, endorsement and photograph in connection with advertising and promotional programs designed to increase the sales of said clothing; and

WHEREAS, Hagge desires to be retained and employed for the above purposes,

NOW, THEREFORE, in CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS hereinafter set forth, it is agreed:

1. Term. This agreement shall become effective on the first day of September, 1960, and shall continue in full force and effect for one year thereafter.

2. Services. Hagge agrees to perform the following services:

- (a) To make herself available upon reasonable notice and at no expense to herself, for photography to be used in advertisements designed to promote and increase the sales of clothing manufactured by Summit.

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- (b) To grant to Summit her name, endorsement and photographs for advertising and sales promotion as set forth above.

3. Compensation. In return for the above described services, Summit agrees as follows:

- (a) To pay Hagge the sum of One Thousand Dollars (\$1,000.00);

1. This payment is to be made by delivery of certified check on or before September 15, 1960, payable to the order of Marlene Bauer Hagge, c/o National Sports Management, Inc., 1144 Union Commerce Building, Cleveland 14, Ohio,

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- (b) To give to Hagge that clothing described above which she shall need for her personal use during the term of this agreement.

4. Renewal. Summit shall have the right to renew this agreement for an additional one year period at a fee of One Thousand Two Hundred and Fifty Dollars (\$1,250.00), and under the condition contained in paragraph 3 (b) above, by giving written notice to Hagge in the manner described in paragraph 3 (a) (1) above, 90 days prior to the expiration of the agreement as provided in paragraph 1 above.

~~5. Restrictive Covenant~~

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate and original, as of the day and year first above written.

SUMMIT SPORTSWEAR COMPANY

By _____

Marlene Bauer Hagge