

AMENDMENT NUMBER ONE TO HEAD COACHING AGREEMENT

This Amendment Number One to Head Coaching Agreement (the "Amendment") is made and entered into as of this 6 day of June, 2016, by and between The University Athletic Association, Inc. (the "Association") and Jim McElwain ("Coach").

WITNESSETH:

WHEREAS, the Association and Coach entered into that certain Head Coaching Agreement dated as of December 5, 2014; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I Amendment.

1. Paragraph 12 C. is amended by deleting the phrase "FIVE HUNDRED THOUSAND DOLLARS (\$500,000)" and substituting "SEVEN HUNDRED FIFTY THOUSAND (\$750,000)" therefor.
2. Paragraph 14 is amended by deleting the phrase "TWO HUNDRED THREE THOUSAND TWO HUNDRED DOLLARS (\$203,200)" and substituting "TWO HUNDRED FIFTY THREE THOUSAND TWO HUNDRED DOLLARS (\$253,200)" therefor.

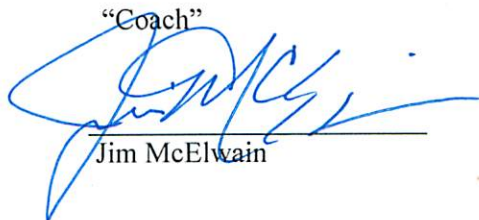
II. Ratification.


Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

III. Conflict.

In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

In Witness Whereof, the parties have entered into this Agreement as of the day and year first written above.

"Coach"

Jim McElwain

"Association"
The University Athletic Association, Inc.
by: 
Jeremy Foley
Athletic Director

**THE UNIVERSITY ATHLETIC ASSOCIATION, INC.
HEAD COACHING AGREEMENT**

THIS AGREEMENT IS MADE as of the 5th day of December, 2014 ("**Agreement**") by and between The **University Athletic Association, Inc.**, a tax-exempt corporation organized under the laws of the state of Florida for the purpose of undertaking the inter-collegiate athletics programs of the "**University**" (defined below) and with its principal place of business at the Athletics Department at the University (including the University Athletic Association, Inc.'s voluntary and legal successors and assigns, the "**Association**") and Jim McElwain, an individual with a primary residence in Gainesville, Florida ("**Coach**"). The Association and the Coach are the sole "**parties**" and each is a "**party**" under this Agreement.

WHEREAS, the parties desire to enter into this Agreement providing for the employment by the Association of the Coach as head coach of the football program and team of the University of Florida ("**Head Football Coach**"), said university being a public body corporate that is a state university and instrumentality of the state of Florida with its principal place of business in Gainesville, Florida (including such university's voluntary and legal successors and assigns, the "**University**") under the terms and conditions of this Agreement;

NOW THEREFORE, for the covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **DEFINITIONS, INTERPRETATIONS AND CERTAIN TERMS.** The parties agree to the definitions of terms defined in bold in this Agreement, including without limitation, in the preamble and in this paragraph 1.

Wherever in this Agreement reference is made to any "**institution of higher education**" or the like, the reference means and includes a college or university and its affiliated organization, if any, that is operating, implementing and/or supporting all or any part of the college's or university's athletic programs.

Wherever "**prior written**" or "**advance written**" (or the like) notice approval or permission is required by this Agreement or the Activities Agreement, the parties intend that these requirements be deemed to be material requirements of this Agreement and the Activities Agreement. Except as expressly provided to the contrary in this Agreement (and whether or not reference is made on each occasion to a notice, approval or permission being in writing or to Appendix A), all notices, approvals or permissions required under this Agreement or the Activities Agreement must be in writing given in accordance with clause (a) of Appendix A (which Appendix is attached to and incorporated in this Agreement). The parties intend that these requirements for notice, approval, or permission, as the case may be, and adherence to the requirement for "prior" or "advance" (or like term) notice, approval, or permission wherever specified, be deemed to be material requirements of this Agreement and the Activities Agreement. Wherever in this

Agreement or the Activities Agreement (a) the University's approval, consent, permission or judgment is required or cited, that action shall be exercised by the President (unless expressly required by University Regulations, Governing Athletic Rules, Laws or this Agreement to be exercised by the Board of Trustees or another designee) and (b) the Association's approval, consent, permission or judgment is required or cited, that action shall be exercised by the Athletic Director (unless expressly required by University Regulations, Governing Athletic Rules, Laws, an action of the Association's governing board, or this Agreement to be exercised by the Association's governing board or another designee). Reference to a paragraph includes its subparagraphs. Reference to a subparagraph includes the introductory provisions of the overall paragraph in which the subparagraph is located (before numbered or lettered clauses and subparagraphs) as well the particularly referenced numbered or lettered clause or subparagraph. Wherever in this Agreement or the Activities Agreement there is a provision that prohibits acting in a manner that has an **"adverse effect"** or causes an **"adverse reflection"** on the **"reputation, mission and/or interests"** (or like terms) of the Association and/or University and/or the **"Media Rights Holder"**—or acting in a manner that is in **"conflict, interferes or is inconsistent with"** the **"reputation, mission and/or interests"** (or like terms) of the Association and/or the University and/or the **"Media Rights Holder"**, the Athletic Director, Chairman, or President shall determine whether there is such an adverse effect or reflection, conflict, inconsistency, or interference, and if there is a conflict in any of their determinations, the determination of the President shall govern. The parties acknowledge and agree that embarrassment of or adversely affecting or reflecting on the reputation, mission or interests of any **"Media Rights Holder"** (as defined in subparagraph 6A) or the **"Company"** (as defined in subparagraph 6F) by Coach (or anyone under the authority, control or supervision of Coach or for whom he has responsibility under this Agreement, the Activities Agreement, the Services Agreement (defined in the Activities Agreement), or Law, at a minimum conflicts and interferes with the interests of the Association.

Each payment under paragraph 4, and (except as otherwise expressly provided) each other payment and/or benefit to be paid under this Agreement (including without limitation under paragraphs 8, 11, 12, 14 and 17) or in the Activities Agreement, whether or not specifically stated in any particular payment or benefit provision, shall be reduced by the amount of federal income, Medicare and Social Security withholding tax and any other legally required and/or customary withholding and/or tax as in effect from time to time, if, as and to the extent applicable to the payment and/or benefit.

In addition, as used in this Agreement (including without limitation in this paragraph 1) and/or in the Activities Agreement, the following terms shall have the meanings set forth below and the parties also agree to the substantive provisions set forth below:

"Activities Agreement": shall mean the **"Activities Agreement"** executed by Coach and Association simultaneously with the execution of this Agreement.

“Athletic Director”: shall mean an employee of the Association who is the Director of Athletics of the University, the Interim Director of Athletics of the University, or any other person designated by the Association, by the University or by the President to discharge the responsibilities of the most senior director of athletic programs of the University at the applicable time. In the event of a conflict, the President’s designation shall govern.

“Board of Governors”: shall mean the Board of Governors of the State of Florida and its voluntary and legal successors at the applicable time.

“Board of Trustees”: shall mean the University of Florida Board of Trustees and its voluntary and legal successors and assigns as the governing board and public corporate body of the University at the applicable time.

“Contract Year”: after the **“First Contract Year,”** which shall commence on December 5, 2014 and end on January 31, 2016, a “Contract Year shall mean each successive twelve month period commencing on February 1 during the Term of this Agreement and ending on January 31. In the event that the Term ends for any reason before January 31st of any calendar year, the final, less than 12-month period beginning on a February 1st and included in the Term shall be a **“Partial Contract Year.”** If the First Contract Year ends for any reason before January 31, 2016, the less than 423-day period beginning on December 5, 2014 included in the Term shall also be a “Partial Contract Year.”

“First Contract Year”: shall mean the period beginning on December 5, 2014 and ending on January 31, 2016.

“Governing Athletic Rules”: shall mean any and all legislation, rules, regulations, directives, written policies, by-laws, administrative decisions, orders, constitutions and contractual provisions, and any and all official or authoritative interpretations thereof, and any and all amendments, supplements, and modifications thereto, of (and/or agreed to by the University, the Association, and/or any institution of higher education previously employing the Coach with) the NCAA and/or the SEC, and any voluntary or legal successor of either of them, and/or of (and/or agreed to by the University, the Association and/or such other institution with) any other athletic conference and/or governing body that, at the applicable time, are binding on, apply to, are issued by, and/or govern all of the athletic programs (or at least the football program and/or any other program in which the Coach was previously involved) of the University, of the Association, and/or of any such institution of higher education previously employing the Coach. The Governing Athletic Rules referred to in this Agreement and/or the Activities Agreement are the ones that are applicable in the judgment of the Association or the University to any rights, obligations, actions and/or omissions at the relevant time in the context of the reference.

“Laws,” “laws,” “law,” or “the law”: shall mean any and all ordinances, by-laws, legislation, rules, regulations, directives, written policies, administrative decisions, orders, and constitutions of any local, state and/or United States

governmental or quasi-governmental authority, and any and all official or authoritative interpretations thereof, and any and all amendments, supplements and modifications thereto, that are in effect at the applicable time. **"Laws", "laws", "law" or "the law"** include, without limitation, those relating to alcoholic beverages, gambling, bookmaking, betting, fraud, narcotics, drugs, controlled substances, steroids and/or other chemicals of any kind whatsoever, whether prescription, legal or illegal. The Laws or law referred to in this Agreement and/or the Activities Agreement are the ones that are applicable in the judgment of the Association or the University to any rights, obligations, actions and/or omissions at the relevant time in the context of the reference.

"NCAA": shall mean the National Collegiate Athletic Association and its voluntary and legal successors and assigns, and any other athletic organization of which the University, the Association and/or any institution of higher education previously employing the Coach is a member, at the relevant time in the context of the reference.

"President": shall mean the President of the University, the Interim President of the University, or any person appointed by the Board of Trustees (or appointed by any other authorized body or officer) to discharge the functions of the chief executive officer of the University at the relevant time in the context of the reference; and the President is also the **"Chairman"** which means the Chairman of the Association's Board of Directors.

"SEC": shall mean the Southeastern Conference and its voluntary and legal successors and assigns, and any other athletic conference of which the University, the Association, and/or any institution of higher education previously employing the Coach is a member at the relevant time in the context of the reference.

"Student Life Supervisor": shall mean the Associate Athletic Director for Student Affairs employed by the Association, or any person hereafter discharging the functions now performed by such person at the relevant time in the context of the reference.

"Term": shall mean that period commencing on December 5, 2014 and continuing up to and including January 31, 2021, as the same may be terminated early pursuant to the terms of this Agreement, may be extended by Association pursuant to the terms of this Agreement, or may be extended or terminated by written mutual agreement of the parties; it being intended that, unless so terminated early or extended, this Agreement shall cover employment of Coach as Head Football Coach for the 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 intercollegiate football seasons (including pre-season, post-season and championship play) and recruiting for such seasons, as well as preliminary recruiting for the 2021 season. Neither Association nor Coach shall have any duty or obligation to extend this Agreement.

"University Regulations" shall mean any and all present and future legislation, rules, regulations, directives, decisions, board actions, written policies, by-laws, administrative decisions, orders and constitutions, and any and all official or authoritative interpretations thereof, and any and all amendments, supplements, and modifications thereto, that are binding on, apply to, are issued by and/or are adopted by the University, the Association, the Board of Trustees, the Board of Governors of the State of Florida, and/or any institution of higher education previously employing the Coach, and/or any other public or private entity, officer or agency succeeding to the powers, rights, duties, and/or obligations of any of such entities and/or bodies, and that are in effect at the relevant time. The University Regulations that are referred to in this Agreement and/or the Activities Agreement are the ones that are applicable in the judgment of the Association or the University to any rights, obligations, actions and/or omissions at the relevant time in the context of the reference.

2. **GENERAL.** Each party represents that it or he is legally authorized and competent to enter into this Agreement and the Activities Agreement, and that no conflicting obligations to other authorities, persons, bodies or entities preclude or restrict that capacity. The parties desire to encompass all rights and obligations of both Coach and Association in this Agreement and in the Activities Agreement.

3. **PARTIES.** Only the Association and Coach are parties to this Agreement and the Activities Agreement.

4. **EMPLOYMENT OF COACH AND SALARY.** The Association hereby employs the Coach as Head Football Coach of the University's football program on the terms and conditions of this Agreement, and the Coach hereby accepts such employment.

Coach shall be paid a total base salary of THREE HUNDRED SEVEN THOUSAND ONE HUNDRED NINE and 60/100 (\$307,109.60) for the First Contract Year. Thereafter, Coach shall be paid an annual base salary of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000.00) for each Contract Year this Agreement is in effect.

Such base salary for the First Contract Year and/or the annual base salary for each subsequent Contract Year, as the case may be, shall be paid in equal installments bi-weekly or in other periodic pay periods as provided by the general personnel policies and/or practices adopted and amended from time to time by the Association (and which the Association may adopt and/or amend without notice to the Coach). However, in no event shall such installments be paid less frequently than once per month; and if and when the pay period changes, the equal installment amount shall be adjusted accordingly. For any Partial Contract Year, the relevant annual base salary shall be prorated on a per day basis for the number of days included in the Term. The relevant sum (in this paragraph or wherever the "proration process" is referenced elsewhere in this Agreement, the sum under the relevant provision) shall be divided by 365 days (or in the case of the First Contract Year, shall be divided by 423 days) and that per day rate shall

be multiplied by the number of days included in the Term for that Partial Contract Year to determine the prorated payment owed (this calculation being the “**proration process**”).

All salary and other compensation of, and all other amounts to be paid to, Coach under this Agreement or the Activities Agreement shall be paid only by Association except as may be otherwise expressly set forth in this Agreement, or in the Activities Agreement, or as may be otherwise expressly approved in writing by the Athletic Director, Chairman, or President. To that end, Coach (and Coach shall ensure that his spouse, minor children and any other persons residing in his household) shall not, directly or indirectly, solicit or accept gifts of cash, forgiveness of debt, or credit allowance (in any amount) or gifts of services or in-kind or in-trade of any but insignificant, insubstantial value, or solicit or accept hospitality, other than reasonable social hospitality, from any individual or entity, including, without limitation, an individual or entity who is a “**representative of the athletic interests of University**” as that or like term is defined in Governing Athletic Rules. This provision does not prohibit gifts from Coach’s family or close personal friends who are not representatives of the athletic interests of University.

5. DUTIES.

A. The duties to be performed by the Coach shall be those ordinarily performed by the head football coach at an NCAA Division 1 university including, without limitation, the duties set forth in the job description attached to and incorporated in this Agreement as Exhibit A, which shall not be all-inclusive and may be modified from time to time by the Association with reasonable advance oral or written notice to the Coach. The Coach shall devote the Coach’s full-time and primary professional efforts to the duties of Head Football Coach, serving primarily at Gainesville, Florida, but also in such other places as his duties may reasonably require. Coach shall act under the general supervision of Athletic Director.

B. It is recognized that the Athletic Director is responsible to the President and to the Board of Directors of Association for the operation, review and periodic evaluation of the entire athletic programs of the University, including the football program. Coach recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control over every aspect of such programs. Coach agrees to recognize and respect those relationships and the organizational structure of Association. Within that structure, Athletic Director and Coach shall mutually cooperate to implement the purposes of this Agreement and the Activities Agreement.

C. Athletic Director shall have the authority to select, employ at the Association, and terminate the employment of the Student Life Supervisor, whose duties shall be established by job description promulgated by the Association. Such person shall report to the Athletic Director; however, it is also contemplated that he or she shall establish an on-going working relationship directly with Coach. Although the Student Life Supervisor shall not be under his supervision, Coach will

cooperate with such person and will promptly and accurately furnish him or her with such information relating to the activities of Coach and all personnel and students under his supervision, control or authority as the Student Life Supervisor may require to comply with Governing Athletic Rules and/or University Regulations.

D. Coach shall be familiar with and support the Association's class attendance policies as in effect from time to time (current policy is attached to and incorporated in this Agreement as Exhibit B and is subject to change by the Association with advance oral or written notice to Coach) and shall at all times fully cooperate with all academic and student affairs counselors or similar persons designated by the University to assist student athletes and aid them in the accomplishment of the academic and conduct goals of the University.

E. Athletic Director shall have the authority to select, employ at the Association and terminate the employment of the athletic trainer and his or her assistants, the strength coach and his or her assistants, and the football equipment manager. Such persons shall report to the Athletic Director; however, it is contemplated that they shall also each establish an on-going working relationship directly with Coach, who shall cooperate with them to facilitate the performance of their responsibilities. In the event of replacement of the incumbents in any of such positions, Athletic Director will consult with Coach concerning the choice of a successor.

F. Subject to the express prior written approval of Athletic Director, which will not be unreasonably withheld, and in accordance with and subject to University Regulations, this subparagraph 5F, Laws, and Governing Athletic Rules, Coach shall have the authority to select, employ at the Association, and terminate the employment of assistant football coaches. No person shall be employed as an assistant football coach for whom a favorable clearance from the NCAA has not been first obtained by the Athletic Director. Coach shall not personally supplement, directly or indirectly, the salary or compensation of any such assistant coach or other employee of Association without express written approval of Athletic Director, and shall not permit, encourage or condone the soliciting or accepting, directly or indirectly, by any such person (or such person's spouse, minor children, or others residing in the person's household) of gifts of cash, forgiveness of debt, or credit allowance (in any amount) or gifts in-kind, in-trade or services of any but insignificant, insubstantial value, or soliciting or accepting hospitality other than reasonable social hospitality, from any individual or entity, including, without limitation, an individual or entity who is a **"representative of the athletic interests of University"** as that or like term is defined in Governing Athletic Rules. This provision does not prohibit gifts from an assistant Coach's family or close person friends who are not representatives of the athletic interests of University. Subject to budgetary limitations of Association, and subject to and in accordance with University Regulations, Laws, and the prior written approval of the Athletic Director which will not be unreasonably withheld, and Governing Athletic Rules, Coach shall have the authority to negotiate terms of employment agreements for such assistant coaches, including salary, provisions

for an automobile and similar matters. Assistant coaches shall be eligible for Awards of Excellence for Athletic Performance consistent with Association regulations, Governing Athletic Rules and Laws.

Athletic Director, in conjunction with Coach, shall conduct an annual performance review of non-coaching duties of all such employees.

G. Coach will comply with, and exercise due care that all under his supervision, control and/or authority comply with, the provisions of Governing Athletic Rules, including without limitation those pertaining to **"representatives of the athletic interests of University"** as that or like term is defined in Governing Athletic Rules, during games, practices or team travel, in the locker room, and during any other applicable activities.

H. Coach shall comply with all duties or obligations required of Coach and all terms and conditions under the Activities Agreement.

6. OUTSIDE ACTIVITIES.

All requirements and provisions of this Agreement, including without limitation this paragraph 6, relating to the Coach's outside activities shall be deemed to be included in (and adherence to such requirements and provisions shall be deemed to be a reasonable and material condition of) this Agreement, the Activities Agreement, and any written approval by the Athletic Director of any such activities, whether or not stated or referred to in such written approval; and the Coach shall comply with them.

A. Subject to the provisions of this Agreement including, without limitation, subparagraph 6B, and only with the prior written approval of the Athletic Director for each activity, which may be withheld or conditioned, the Coach may participate in outside business and professional activities during the Term, directly or through enterprises owned or controlled by the Coach or contracting with the Coach for his name and/or services. Subject to the prior approval of the holder(s) of any portion or all of the radio, television, internet, print and other media and marketing rights of the Association (collectively, singly or in any combination, **"Media Rights Holder"**) which Coach shall secure and coordinate through the Athletic Director, the types of outside activities may include, without limitation, making non-commercial speeches, making non-commercial public appearances and writing newspaper and magazine articles and books, provided that this sentence does not constitute the required prior written approval of the Athletic Director which is still required to be obtained. The Athletic Director's prior written approval must be obtained for each activity and, unless explicitly provided otherwise in such written approval, must be obtained for each occasion and shall not be effective for more than one (1) year but may be renewed annually. The Coach's outside activities shall not include any activity prohibited by (and the Coach shall conduct all outside activities in a manner complying with) Governing Athletic Rules, University Regulations and/or Laws. The Coach's outside activities shall not include any activity that reflects adversely upon, adversely affects, and/or

interferes, is inconsistent and/or conflicts with, the reputation, mission and/or interests of the University and/or the Association. Without limiting the foregoing, the Coach's outside activities also shall not include any activities that are inconsistent, interfere or conflict with the Coach's performance of duties under this Agreement or the Activities Agreement. The term "**non-commercial**" as used in this Agreement means not promoting, supporting or endorsing, in any way, any product, service, or brand, other than the brand of the University and/or Association; and "Commercial" as used in this Agreement means promoting, supporting or endorsing, in any way, any product, service, enterprise, or brand, other than, when and as approved by the Athletic Director, the brand of the University and/or Association.

B. In the case of athletically related income and benefits from sources outside Association or the University, such income or benefits shall not be accepted or received by Coach unless there is prior written approval of the same by the Athletic Director. Such approval will be granted, conditioned or denied within a reasonable period of time from submission. Such approval shall be effective for not more than one (1) year, without the express prior written approval of the Athletic Director allowing a longer term, but may be annually renewed. Income and benefits from Coach's approved outside activities may include, but are not limited to, the following (if received from sources outside Association or the University):

- (1) income from annuities;
- (2) sports camps and clinics;
- (3) housing benefits (including preferential housing arrangements);
- (4) income from service or consultation agreements with equipment or sporting apparel manufacturers that have contracts with the Association; and
- (5) non-commercial speaking engagements with the additional approval of the Media Rights Holder coordinated through the Athletic Director.

C. Notwithstanding the provisions of subparagraphs 6A and 6B, the Athletic Director may grant general prior written approval for non-commercial speaking engagements for groups other than Association, University or Association- or University-affiliated organizations or for participation in a camp or clinic, for a fee not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) per group, camp or clinic per Contract Year and this approval is hereby deemed to be granted by the Athletic Director provided that all of Coach's duties under this Agreement and the Activities Agreement are fulfilled. Coach shall provide the Athletic Director with a detailed written accounting of all such income on or before August 1 of each year during the Term and at the end of the Term. The provisions of paragraph 6, including without limitation subparagraphs 6A through

6H and the requirements for approval of the Athletic Director, shall also be applicable to any activities of Coach under the Activities Agreement.

D. Coach shall obtain any necessary prior written approvals from and shall report to the Athletic Director, each year this Agreement is in effect and at the end of the Term, the source and amount of all income and benefits (of any kind and in any form) received directly or indirectly by Coach from every such activity permitted by subparagraphs 6A, 6B, 6H, and/or by the Activities Agreement, including without limitation compensation in cash, in kind, in services, in trade, by forgiveness of debt, or by credit allowance. Refer also to subparagraph 6I. This reporting requirement shall not require reporting of income from passive investments made with personal funds of Coach. However, Coach shall not make any such personal investment which is in conflict, interferes or is inconsistent with his coaching duties or the reputation, mission or interests of University and/or Association.

E. All of the Coach's outside activities are independent of the employment of the Coach by the Association and neither the University nor the Association shall have any responsibility, liability and/or expense relating to or arising from such outside activities. In undertaking outside activities, the Coach shall make clear to any individual or entity with whom the Coach may be involved that the Coach is acting in his or her independent, individual capacity and not as an agent, employee, and/or other representative of the University and/or the Association. The Association and/or University may require additional appropriate precautions by the Coach to maintain or secure such independence, including without limitation indemnification and insurance by the Coach.

F. Such outside activities shall not include fundraising of any kind or in any medium (regardless of whether for charitable or commercial endeavors), or commercial endorsements, or appearances in any medium, or appearances on or participation as a principal on radio, television, internet, and/or social or other media programs, or appearance in commercial advertisements in any medium, or production of or appearance in films, videos, internet, and/or social or other media and other enterprises of a similar nature, or appearance at or participation in athletic camps, without the express prior written permission of the Athletic Director. In that respect it is recognized and agreed that Coach must furnish primary fundraising for the Association and the University and Coach must furnish primary support to the television, radio, internet, and social and other media programs, videos and films produced by Association, Media Rights Holder, and "Company" (as defined in the Activities Agreement) and described in the Activities Agreement, the advertisers funding the same, the Association, Media Rights Holder, and network sponsorship and promotional activities, and the football camps which are referenced in the Activities Agreement and are described (and conditioned) in subparagraph 6H of this Agreement. Coach may not participate in commercial, fundraising or other activities that would violate any Association or University contracts or be in conflict, interfere or be inconsistent with the intent, provisions or interests of such contracts and/or the reputation, mission or interests, of Association, Media Rights Holder, and/or University. Coach shall not engage in

any outside activities that conflict, interfere, or are inconsistent with the full and complete performance of his duties and obligations to the Association, Media Rights Holder and University. Coach shall obtain prior written permission and coordinate in advance of all opportunities for fundraising, commercial endorsements, appearances, sponsorships and promotional activities through the Senior Associate Athletic Director for External Affairs or any other official designated in writing to Coach by the Athletic Director.

G. Association agrees that, during the Term, Coach may utilize his name and title in connection with permissible and approved outside activities, and may also in such outside activities utilize the terms "Florida Football," "Gator Football" or like words signifying his role in the football program at University. However, without express written permission of the Athletic Director on each occasion (unless expressly made applicable to all occasions of a particular use), Coach may not use in connection with such outside activities any logo of University or Association or any other such symbol, insignia, indicia, trademark or servicemark, whether now or heretofore in existence, which suggests a relationship with Association or University or its athletic programs or which is or could be protected by any Association or University copyright, trademark or other registration. Coach, without such permission of the Athletic Director, shall not develop, endorse or market any other logo, symbol, insignia, indicia, trademark or servicemark which would or could compete with those of University or the Association (and/or any Media Rights Holder or Company). In the event the Athletic Director giving permission to Coach to use any logo, symbol, insignia, indicia, trademark or servicemark referenced in this subparagraph 6G, such permission shall be non-exclusive, non-transferable and non-sub-licensable, and such permission shall expire automatically upon Coach's resignation or termination from employment at the Association and/or the expiration of this Agreement. If permission is given, Coach shall use such logo, symbol, insignia, indicia, trademark or servicemark only for purposes specifically authorized in this Agreement and the relevant permission, and such use shall be only in a manner which could not reasonably be expected to and, in fact, does not, cause embarrassment or ridicule to the Association and/or University—and could not be reasonably expected to, and in fact is not inconsistent with and does not interfere or conflict with the reputation, mission or interests of, Association or University—and could not reasonably be expected to, and in fact is not, offensive to standards of good taste, all as reasonably determined by the Athletic Director, Chairman or President. In all activities relating to any patentable invention or discovery, Coach shall be governed by the patent requirements set forth in University Regulations as well as those established by law. The terms of this subparagraph 6G shall be deemed to be conditions of any permission given to Coach by the Athletic Director whether or not expressly provided on each occasion or in each permission.

H. **Camps and Clinics.** Subject to annual prior written approval of the Athletic Director as prescribed in subparagraph 6B above (which approval may be conditioned, without limitation, on adequate protections of the reputations, assets, and interests of the Association and the University), the Coach, at the Coach's sole cost and with responsibility to operate to high standards of quality and care,

may operate football camps and clinics on or off the campus of the University, provided that neither the Association nor the University shall incur any responsibility, liability and/or expense in connection with such camps and clinics and that specific authorization—and the terms and conditions—of the Coach's use of the campus and/or any other property and/or equipment owned or controlled by the University and/or Association are first granted and agreed upon in writing by the Association and the University. Coach's activities respecting camps and clinics are outside activities wherever they are conducted (even if on or using University or Association property and/or equipment). The Association and the University may require the Coach to provide adequate indemnification and insurance protection for the Association and the University in connection with such camps and clinics, and the adequacy of such protections shall be determined by the Association and the University in their sole judgment.

Such camps and clinics, and all activities associated with them, shall be operated, as minimum requirements, in accordance with the Association's camps and clinics policy as in effect at the relevant time (and which the Association may adopt and/or amend from time to time without advance notice to the Coach), the requirements of this Agreement, the written terms and conditions of the Association and/or University for use of the campus and/or other property if applicable, the Athletic Director's approval, Governing Athletic Rules, University Regulations and Laws. Coach may reasonably compensate assistant football coaches, strength coaches, trainers and business office employees of the Association for the fair market value of work actually performed by them at such camps and clinics, but Coach shall obtain the prior written approval of the Athletic Director for his use and compensation of each such Association employee and Coach shall not compensate any other employee of Association or University in connection with such camps or clinics without the prior written approval of Athletic Director. Such camps and clinics shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by the Coach of the Coach's duties under this Agreement including, without limitation, the duties set forth in Exhibit A.

I. The Association shall have the right to verify and audit the financial books and records of any and all such outside activities of Coach (including without limitation camps and clinics), and shall have the right to be fully informed as to the income and benefits (including but not limited to cash, "in kind", in services, in trade, any forgiveness of debt, any credit allowance, and any other payments and benefits) derived by or through the Coach from any and all of his outside activities, accounted for on a per activity basis. The Coach shall keep good and complete financial books and records of all of his outside activities, including but not limited to camps and clinics, on an on-going and per activity basis. The Coach shall provide an annual report and, if requested, quarterly reports, to the Athletic Director on all of Coach's income and benefits from outside activities and shall provide to the Association, upon its request, easy access to and complete copies of all related financial books and records. The Coach's obligation to keep such books and records shall survive the expiration or termination of this Agreement by five years. All insurance coverages and indemnification required by this paragraph 6, by any approval of the Athletic Director, and/or by any condition

of the Association and/or University, shall survive the expiration or termination of this Agreement for the full length of any applicable statute of limitations on liability of the Association and/or University.

7. FRINGE BENEFITS AND RETIREMENT. The Association may, from time to time, at its option (and without advance notice to the Coach), have in effect, adopt and/or amend a retirement benefits, moving allowances, and/or group medical, dental, life, accident and/or disability insurance benefits plan or plans ("**Basic Benefits**") and any such Basic Benefits shall be made available to the Coach as an Association employee on the same terms and conditions as Basic Benefits are available to other Association employees. In the event of the early termination of this Agreement under paragraph 16, the Coach, at his sole expense, shall be entitled to continue receiving Basic Benefits if, as and to the extent required by Laws, and subject to conditions imposed by Association, at that time. Basic Benefits shall continue to be available to the Coach during any period of suspension of the Coach under subparagraph 16C, 16D and/or 16H.

8. SIGNING INCENTIVE. The Association shall pay to the Coach a FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) signing incentive to be paid, subject to applicable taxes and withholding, upon execution and delivery of this Agreement by both parties.

9 STANDARDS. Without derogating from other material consideration for this Agreement, the parties agree that each of the provisions of this paragraph 9 and each of the provisions of paragraph 4 (prohibiting gifts), paragraph 5 and paragraph 6 is material consideration for this Agreement and the Activities Agreement and adherence to each of these provisions is essential to the bargain they have made. All of the standards established in this paragraph 9, paragraph 4 (prohibiting gifts), paragraph 5, and paragraph 6 must be complied with and satisfied. Nevertheless, in interpreting each lettered subparagraph of this paragraph 9, and/or each provision of paragraph 4, 5, and/or 6, to determine whether it has been complied with and satisfied, each lettered subparagraph of this paragraph 9, and each provision of paragraph 4, 5, and/or 6, shall be applied and must be complied with and satisfied in accordance with its terms independently of the others, and no single clause is intended, nor shall it be deemed, to limit or affect the interpretation (or determination of compliance with and satisfaction of) any other subparagraph or paragraph.

A. During the Term, the Coach shall perform the Coach's duties and personally comport himself at all times in a manner that is consistent with good sportsmanship and with the Association's and University's highest standards of professionalism, competence, academic mission, demonstrated commitment of head athletic coaches, and personal and professional conduct, ethics, integrity, and morals, as such highest standards are determined by the President or Chairman in consultation with the Athletic Director. As so determined, the Association's and University's standards are at least equivalent to the highest standards (but may be higher than the standards) of the NCAA, SEC, and other institutions of higher education with premier national athletics programs. The

Coach's performance reflects upon and affects the reputation, mission and interests of the Association and the University, which the parties acknowledge are valuable and are intended by the parties to be protected by this Agreement and the Activities Agreement. At all times during the Term, the Coach shall exercise due care that all persons (including without limitation student athletes and coaches) subject to the Coach's supervision, control and/or authority shall comport themselves in a like manner. The Coach shall further observe and respect the principles of institutional control of every aspect of all of the University's athletic programs, as required by the Governing Athletic Rules.

B. The Coach, at all times during the Term, shall comply with Laws, University Regulations, and Governing Athletic Rules and shall exercise due care that all persons (including without limitation student athletes and coaches) subject to the Coach's supervision, control and/or authority shall also so comply. For the purpose of this Agreement and the Activities Agreement, any material, substantial and/or repetitive failure of Coach to exercise such due care or to so comply (other than by committing minor traffic violations and non-criminal offenses under Laws), and/or any conviction, indictment of (or plea of guilty or no contest by) Coach for a felony, shall be a material violation of this Agreement. The parties acknowledge that such noncompliance (whether or not prosecuted or enforced and even if found only through an Association review), conviction, indictment and/or plea will have an adverse effect on the Association's and University's reputations, missions, and interests, and such occurrence will undermine the Coach's effectiveness under this Agreement and the Activities Agreement. Without limiting the foregoing, the Coach recognizes an obligation personally to comply with (and to exercise due care that all persons subject to the Coach's supervision, control and/or authority to comply with): (i) Governing Athletic Rules and University Regulations relating to recruiting and furnishing of unauthorized extra benefits to recruits and student athletes (including, without limitation, purchase and/or sale of game tickets and furnishing of unauthorized transportation, housing and/or meals) and (ii) Laws, University Regulations and/or Governing Athletic Rules relating to gambling, betting and/or bookmaking, the use, sale and/or possession of narcotics, drugs, controlled substances, other chemicals and/or steroids, and/or the prohibition against romantic, amorous and/or sexual relationships between any coach or other employee of the Association and any student athlete or other person subject to the supervision, control and/or authority of such coach or other employee. The Coach acknowledges that he has access to applicable Laws, University Regulations and Governing Athletic Rules.

C. Unless and until notice has been given to the Coach by the Association of termination of this Agreement under paragraph 16, the Coach (himself or his attorney, advisor, and/or other agent) shall not, during the Term under any circumstances, discuss and/or negotiate, directly or indirectly, for prospective employment with any other institution of higher education or professional athletic organization without the express advance written permission of the Athletic Director or his or her authorized designee, which permission shall not be unreasonably withheld or delayed.

D. In addition to or in lieu of the Association's rights and remedies under paragraph 16 or elsewhere in this Agreement or the Activities Agreement, at the Association's sole option, the Association shall have the right to take disciplinary and/or disciplinary or non-disciplinary corrective action against or respecting the Coach, short of suspension of the Coach or termination of this Agreement and/or the Activities Agreement for cause, for any reason that would allow the Association to impose a suspension of the Coach and/or terminate this Agreement for cause under the provisions of subparagraph 16C and/or 16D or would allow the Association to terminate the Activities Agreement and/or suspend Coach under it for cause. The Association shall have the right to take disciplinary and/or corrective action against or respecting the Coach, short of suspension of the Coach or termination of this Agreement for cause, for violation of any provision of this Agreement or the Activities Agreement. Any such disciplinary and/or disciplinary or non-disciplinary corrective action may include, but is not limited to, medical and/or mental health leave of absence (in circumstances where subparagraph 16G would permit suspension or termination); reprimand; and/or probation; and shall not derogate from or affect, in any way, the Association's other rights and/or remedies under any provision of this Agreement (including without limitation any provision of paragraph 16), the Activities Agreement, Governing Athletic Rules, University Regulations, at law or in equity, which may be exercised in addition to, prior to, and/or subsequently to any disciplinary and/or disciplinary or non-disciplinary corrective action under this subparagraph 9D. If any bonus is paid to Coach under subparagraph 12A and any sanction as set forth in subparagraph 12B is later imposed for actions and/or omissions during the season relating to the bonus, such disciplinary and/or corrective action may also include, without limitation, imposition of a monetary fine up to the amount of the bonus paid.

E. The Coach recognizes that the primary mission of the University is higher education and that the Association's primary mission is to serve the interests and mission of the University. The Coach shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits and conduct of student athletes and the Coach shall use his best efforts (through the Coach's own actions as well as the Coach's requirements of others) to encourage and promote those efforts. In that respect, the Coach recognizes that the goal of University and the Association is that student athletes earn and obtain an undergraduate degree, and the Coach agrees to fully support the attainment of this goal. It is recognized by the parties that a student athlete may be declared not eligible for competition: for academic reasons; because the University and/or the Association believes the student athlete would not be an appropriate representative of the University and/or the Association; under University Regulations; as a disciplinary sanction under the University's Student Conduct Code and/or Student Honor Code; because the University and/or the Association believes that the student athlete is not eligible according to the Governing Athletic Rules for athletic competition of the SEC and/or the NCAA; and/or for similar reasons. Neither any such action by the University, nor the Association's support of such action and/or taking similar action, shall be considered a breach of this Agreement.

F. As used in this paragraph 9, paragraph 16 and 17 or elsewhere in this Agreement, any "for cause" standard shall not be interpreted to include the including but not limited to won-loss records, bowl game results, or other similarly defined methods of measuring on-field success.

10. TRAVEL AND OTHER EXPENSES. During the Term, the Association shall pay the Coach's Association-job-related travel expenses and other expenses in accordance with the Association's reimbursement policies, as in effect when the expenses are incurred or, if earlier, when the non-cancellable commitment to pay the expense is made. The Association may, in its sole discretion, adopt or amend such policies from time to time without advance notice to the Coach. However, upon adoption of a new policy or amendment of a policy, the Association shall include it in the Association's employee handbook. Notwithstanding any provision of the policy to the contrary (but without affecting any additional or stricter requirements of the policy which shall also apply), any payment of the Coach's Association-job-related expenses shall be conditioned upon the Coach timely providing the Association with reasonable evidence of proper expenditures, including receipts. The Coach shall comply with the Association's policy as in effect when the expense is incurred or, if earlier, when the non-cancellable commitment to pay the expense is made.

The Coach agrees to be personally responsible for those expenses he incurs that are not covered by said policy. If, for any reason, the Coach does not personally remit payment of amounts owed for his Association-job-related travel expenses within thirty (30) days from the date such travel expenses are incurred (or, if earlier, from the date payment is due), and the Coach has received a travel advance to cover such expenses or the expenses are not covered by the relevant Association travel policy, the Association shall be entitled to collect and remit payment for such expenses through payroll deductions from the Coach's compensation and/or any other payments owed to Coach, without advance notice to the Coach.

Unless expressly required in writing by the Association on each occasion, the Coach shall not travel or conduct business on behalf of the Association during any period of suspension of the Coach under subparagraph 16C, 16D, and/or 16H, and no travel or other expenses attributable to any such period of suspension shall be paid by the Association. The only requests for payment that will be paid are those that are received by the Association during the Term and relate to expenses that are incurred during the Term and are covered by the Association's expense reimbursement policy as in effect when the expenses are incurred or, if earlier, when the non-cancellable commitment to pay the expenses is made. The Coach's obligation to provide to the Association evidence and receipts of expenses incurred during the Term shall survive the expiration or termination of this Agreement.

11. EXPENSE ACCOUNT. Coach shall be paid an expense account for personal expenses of ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED

NINETY and 41/100 DOLLARS (\$115,890.41) for the First Contract Year. Thereafter, Coach shall be paid an annual expense account for personal expenses of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each Contract Year this Agreement is in effect (prorated for any Partial Contract Year using the proration process described in paragraph 4 for Partial Contract Years) .

This personal expense payment shall be paid in installments at the same time as base salary net of applicable taxes and withholding.

Notwithstanding the provisions of this paragraph 11 and/or of paragraph 14, if the Coach is employed by the Association on a date when a payment under paragraph 11 or 14 is due, and the parties know that such day is part of a Partial Contract Year for any reason (other than the Coach's termination of this Agreement for cause under subparagraph 16B, the payment consequences of which are governed only by subparagraph 17B), the amount owed under paragraph 11 or 14, as the case may be, shall be prorated on the basis of the number of days included in the Term for that Partial Contract Year, with the amount determined by the proration process described in paragraph 4. Also, if the Coach is employed by the Association on a date when a payment under paragraph 11 and/or 14 is due, and prior to making payment, the Association knows that the relevant payment date may be part of a Partial Contract Year for any reason (with the final determination depending on the passage of time, the giving of notice, and/or the conduct and/or outcome of any applicable notice period, review, and/or process), the payment under this paragraph 11 and the payment under paragraph 14, as the case may be, shall be withheld until it is finally determined (under the process in subparagraph 16E and/or 16F, as applicable) whether the payment is attributable to a full Contract Year or a Partial Contract Year and shall then be handled in accordance with the applicable provision(s) of this Agreement that govern whether the payment is owed under the relevant circumstances. Without limiting the foregoing, during any period of suspension of the Coach under subparagraph 16D, the Coach shall not receive any payment under this paragraph 11 and/or paragraph 14, provided that if there is, and upon there being , a final finding of no fault of the Coach, the Association will make the otherwise due payment.

The Coach shall not receive any additional allowance for personal expenses from any person or entity during the Term, except as provided in this Agreement.

12. BONUSES AND INCENTIVES.

A. **Post Season Play and Recognition.** In addition to any other amounts payable under other provisions of this Agreement, the Association shall pay a bonus to the Coach for each season during the Term in which the University's football team, under the Coach's direction as Head Football Coach, or the Coach achieves the milestones or recognition described below. Any such bonus, when earned, shall be paid, subject to applicable taxes and withholding, within thirty (30) days after the completion of the relevant season's post-season

championship competition. The bonus shall be calculated as follows:

SEC Championship Game	\$37,500
OR	
Win SEC Championship Game	\$75,000
Play in a Bowl Game	\$37,500
OR	
Play in Access Bowl Game (Cotton, Fiesta, Orange, Peach or Sugar)	\$100,000
OR	
Play in College Football Playoff Semi-Final Game	\$150,000
OR	
Play in College Football Playoff National Championship Game	\$200,000
OR	
Win College Football National Championship Game	\$250,000
Championship Game	
AP National Coach of the Year	\$ 50,000
AP SEC Coach of the Year	\$ 25,000
Top Ten Finish (AP or USA Today Coaches Poll)	\$ 50,000

Notwithstanding the foregoing, these bonuses shall not be paid if (1) sanctions are imposed as provided in subparagraph 12B or (2) allegations that could lead to sanctions have been made and are not determined by Association to be unfounded, as provided in subparagraph 12B.

B. Effect of Sanctions on Grounds Adequate For Termination or Suspension. Notwithstanding any other provision of this Agreement: [1] no bonus shall be payable to the Coach under subparagraph 12A for the University's 2014-2015 season, or for any season in which the University's Football team and/or the Coach (and/or any person who is subject to the Coach's supervision, control and/or authority and for whose action and/or omission this Agreement, Governing Athletic Rules, University Regulations and/or Laws hold the Coach responsible) is subjected to "**sanctions**," meaning any fine, penalty, probation, reprimand, suspension from employment, termination of employment, and/or punishment,

disciplinary action and/or corrective action of any kind (monetary and/or non-monetary), imposed by any court, other governmental authority, the Association, the University, the NCAA, and/or the SEC provided that the sanction is imposed for violation of this Agreement, Laws, University Regulations, and/or Governing Athletic Rules constituting (and/or resulting from any action and/or omission that is) grounds for the Association to impose a suspension of the Coach and/or to terminate this Agreement for cause under any portion of subparagraph 16C and/or 16D, whether or not such suspension and/or termination is the particular sanction imposed and [2] in the event there is any allegation that could lead to such sanctions, no bonus shall be payable to Coach unless and until Association has reviewed the allegation to its satisfaction and determined that that the allegation is unfounded.

C. **Retention Bonus.** If Coach has been continuously employed by Association as Head Football Coach from the Effective Date through a date shown below, Coach shall be paid a retention bonus by Association in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) on such date (and this shall apply on each such date on which Coach is so employed), subject to applicable taxes and withholding.

January 31, 2017

January 31, 2018

January 31, 2019

January 31, 2020

January 31, 2021

Notwithstanding the foregoing, in the event that Coach is terminated by Association without cause under subparagraph 16A(1), Coach shall be paid the prorated portion of the retention bonus by applying the proration process specified in paragraph 4 to such amount for any Partial Contract Year that would have remained in the Term on the effective date of termination had the early termination not occurred. Payment of such prorated amount shall be made within thirty (30) days of the effective date of such termination.

D. **Use of Association-Owned Aircraft.** Coach shall be entitled to use any Association-owned airplanes for the purpose of fulfilling his responsibilities under this Agreement. Such usage shall be on a first come, first serve basis and in accordance with the priorities and policies for usage established by University and/or Association, as applicable, from time to time (and subject to change by the Association and/or University from time to time without notice to Coach). Subject to the foregoing, Coach shall have a personal travel allowance of up to FORTY THOUSAND DOLLARS (\$40,000) each Contract Year for use of Association-owned airplanes, with the amount actually used by him for such travel (within such limit) being attributed to his compensation for such contract year. Any unused value shall be forfeited for such Contract Year. During any period that the Association does not own an airplane, Association's obligations under this subparagraph D shall not apply.

13. **TICKETS.** Annually during the Term, the Association will provide to the Coach, without charge (but the value of which are subject to inclusion in

Coach's compensation for tax purposes): (a) twelve (12) tickets to a group of seats within a high priority seating area to each home game of the University's football team and (b) twelve (12) tickets to a group of seats within a good seating area available to the Association at other games in which the University's football team is playing. Additionally, annually during the Term, the Association will sell to the Coach at face value forty (40) additional tickets (not necessarily in a group) to all games in which the University's football team is playing, in a reasonably good location. These tickets may be used by the Coach at the Coach's discretion in a manner consistent with this Agreement including, without limitation, paragraph 9. Upon the expiration of the Term or upon the effective date of any termination of this Agreement under paragraph 16, all obligations of the Association and rights of the Coach under this paragraph 13 shall permanently cease. In the event of any termination of this Agreement, any tickets to games played after the effective date of the termination shall be returned by the Coach to the Association on or before such effective date. The Coach shall not attend any athletic events in which any University team is playing during any period of suspension of the Coach under subparagraph 16C, 16D or 16H, or if prohibited by the terms of any suspension under subparagraph 16G.

14. EQUIPMENT AGREEMENT. Coach shall be paid an equipment payment of TWO HUNDRED THIRTY-FIVE THOUSANDFOUR HUNDRED EIGHTY-NINE and 32/100 DOLLARS (\$235,489.32) for the First Contract Year. Thereafter Coach shall be paid an annual equipment payment of TWO HUNDRED THREE THOUSAND TWO HUNDRED DOLLARS (\$203,200.00) (prorated for any Partial Contract Year using the proration process described in paragraph 4 for Partial Contract Years), in order to share some proceeds of the Association's agreement with its equipment manufacturer. The supplemental amount shall be paid, subject to applicable taxes and withholding, to the Coach in bi-weekly or other periodic installments as provided in Association regulation, subject to the exception in paragraph 11.

The Coach is not a third party beneficiary of the Association's agreement with its equipment manufacturer or any radio or television entity, or other Media Rights Holder, and nothing in this Agreement shall be deemed to cause the Coach to be a third party beneficiary of any agreement between the Association and/or the University and a third party. Upon the expiration of this Agreement or upon the effective date of any termination of this Agreement under paragraph 16, all obligations of the Association and rights of the Coach under this paragraph 14 shall permanently cease and no amounts received by Association after the expiration or effective date of termination of this Agreement shall be shared with Coach.

Throughout the Term, Coach agrees to wear exclusively Association's equipment manufacturer's products while participating in athletic activities on behalf of the University or the Association and in his outside athletically related activities, including but not limited to, practices, games, competitions, sports camps and all other occasions during which he is appearing for University or Association athletic related photographs or otherwise engages in University or

Association related athletic activities or Coach's outside athletically related activities.

15. **AUTOMOBILE.** For and during the Term, the Association shall assign to the Coach two (2) automobiles in accordance with the Association's Dealer Car contract and policy (which the Association may enter into, adopt and/or amend from time to time without advance notice to the Coach). Liability, collision, and comprehensive insurance on such automobiles shall be provided by the Association at its sole expense in amounts required by University Regulations. The Coach agrees to pay, at the Coach's own cost, the operational expenses for the automobiles assigned to the Coach and any applicable deductibles and any other uncovered costs and liabilities that may result from comprehensive collision, other loss and/or damage to such assigned automobiles. The Coach agrees to notify the Association's Risk Management Office in writing each time that the Coach changes assigned automobiles. The Coach shall have no ownership or other interest in any automobiles assigned to the Coach under this paragraph 15, other than the right to use the automobile during the Term under the terms and conditions of this Agreement and the Association's Dealer Car contract and policy as in effect from time to time. Further, the Coach shall return to the Association the automobiles assigned to the Coach on or before the last day the Coach actually works for the Association as the Coach employed under this Agreement. In any event, upon the expiration of this Agreement or upon the effective date of any termination of this Agreement under paragraph 16, all obligations of the Association and rights of the Coach under this paragraph shall permanently cease.

16. **TERMINATION.** This Agreement may be terminated by a party as provided in this paragraph 16, with the consequences of such termination on payments, contributions and other benefits being addressed in paragraph 17 and/or in other provisions of this Agreement addressing the particular payment, contribution or benefit. All of the Association's rights and remedies under this Agreement (including, without limitation, under subparagraph 9D and under this paragraph 16) and all of the Association's rights and remedies at law, in equity, and/or under the Activities Agreement (all of which are hereby also deemed to be rights and remedies under this Agreement) when the Coach violates or fails to fulfill the obligations of this Agreement and/or the Activities Agreement, and/or when the Association may terminate this Agreement and/or the Activities Agreement with or without cause under this paragraph 16 and/or the Activities Agreement, are cumulative and may be exercised simultaneously, consecutively and in any order the Association determines in its sole discretion.

In addition, the Coach shall be subject to disciplinary and/or corrective action by the NCAA and/or the SEC for any violation of NCAA and/or SEC Governing Athletic Rules. Any such action, and/or any failure or delay to act, by the NCAA and/or the SEC shall not preclude or in any manner derogate from and/or affect the Association's right to take corrective and/or disciplinary action pursuant to subparagraph 9D and/or to take any action pursuant to any provision of paragraph 16, including without limitation suspension of the Coach and/or termination of this Agreement for cause under subparagraph 16C and/or 16D

and/or termination of this Agreement without cause under subparagraph 16A.

The Association shall have the right to take disciplinary action, corrective action, and/or to terminate this Agreement and/or the Activities Agreement, and/or to impose a suspension on the Coach under any provision of paragraph 9D and/or this paragraph 16 (including without limitation subparagraph 16A, 16C and/or 16D) of this Agreement, and/or under the Activities Agreement, independently of any action taken by law enforcement, any court and/or other governmental authority, the NCAA, the SEC, and/or any other external body. The Association also shall not be obligated to await the initiation or conclusion of any external law enforcement, court, governmental body, NCAA, SEC, another institution of higher education, and/or other process, investigation, inquiry and/or other action to exercise the Association's rights and/or remedies under this Agreement; however, the Association may, at its sole option, elect to await such initiation and/or conclusion without derogating from, or in any manner affecting, the Association's rights and/or remedies under this Agreement and/or the Activities Agreement. Notwithstanding the provisions of subparagraph 16E and/or 16F, any other provision of this Agreement referencing subparagraph 16E and/or 16F, and/or the Activities Agreement, in addition to and without derogating from the foregoing, (a) the Association shall have the right, at its sole option without obligation, to rely upon the determination of: (i) any court, other governmental authority, the NCAA, the SEC, any institution of higher education, and/or any other relevant external authority as to the occurrence of a violation of Laws, University Regulations, and/or Governing Athletic Rules and/or (ii) any University body or authority (and/or body or authority of an institution of higher education as applicable) as to the violation of University Regulations; and (b) the Association may impose consequences and/or exercise any or all of the Association's rights and/or remedies under this Agreement for the Coach's violation of this Agreement and/or the Activities Agreement and/or for any reason permitting the Association to terminate this Agreement and/or to impose a suspension of the Coach for cause under subparagraph 16C and/or 16D and/or the Activities Agreement, based solely or in part (at the Athletic Director's, Chairman's, President's, or any of their respective authorized designee's sole discretion) on any determination of: (i) a court, other governmental authority, the NCAA, the SEC, any institution of higher education, and/or any other relevant external authority as to the occurrence of an action and/or omission that constitutes such violation and/or reason under this Agreement and/or the Activities Agreement and/or (ii) any University body or authority (and/or body or authority of an institution of higher education as applicable) as to the violation of University Regulations.

The Activities Agreement shall terminate automatically upon termination of this Agreement and Coach shall be automatically suspended under the Activities Agreement upon his suspension under this Agreement, unless otherwise expressly provided in a written notice to Coach by the Association complying with clause (a) of Appendix A. If the Association seeks to terminate only the Activities Agreement, which it may do at its sole discretion, it shall follow the termination notice requirements of this Agreement that would apply under the circumstances if the Associate were terminating this Agreement, but shall reference termination

only of the Activities Agreement.

A. Termination by Association or Coach Without Cause.

(1) Association may terminate this Agreement without cause at any time thereby ending the employment of Coach by Association by giving written notice to Coach in accordance with clause (a) of Appendix A to this Agreement. The termination shall be effective on the date specified by Association (as provided in more detail in paragraph 16E).

(2) Coach may terminate this Agreement without cause upon written notice to Association in accordance with clause (a) of Appendix A to this Agreement and, in such event, Coach shall owe and pay Association an amount as provided below (the "Termination Amount"). Coach shall also owe and pay to the Association the portion of the Termination Amount that is attributable to the "CSU Termination Agreement" as defined below, if the Association terminates this Agreement for cause under subparagraph 16C or 16D. To be effective, such notice of termination without cause from Coach must be delivered to Association during the period commencing on December 1 and ending on the later of (i) the succeeding January 2, or (ii) seven (7) days after the date of any post season game in which the University football team participates. The Termination Amount must be received by Association within sixty (60) days after notice is timely given; and upon receiving such notice, the Association shall determine and notify Coach of the effective date of the termination. The Termination Amount (and portion thereof attributable to the "CSU Termination Agreement") shall be as follows:

(a) If the effective date of the termination without cause by Coach (or if the date of the Association's notice to Coach of termination for cause) is between February 1, 2015 and January 31, 2016, Coach shall pay Association a Termination Amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000), of which TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) shall be attributable to the Association's agreement to pay Colorado State University for termination of Coach's prior employment by it (the "CSU Termination Agreement").

(b) If the effective date of the termination without cause by Coach (or if the date of the Association's notice to Coach of termination for cause) is between February 1, 2016 and January 31, 2017, Coach shall pay Association a Termination Amount of THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$3,250,000), of which TWO MILLION DOLLARS (\$2,000,000) shall be attributable to the CSU Termination Agreement.

(c) If the effective date of the termination without cause by Coach (or if the date of the Association's notice to Coach of termination for cause) is between February 1, 2017 and January 31, 2018, Coach shall pay Association a Termination Amount of THREE MILLION DOLLARS (\$3,000,000), of which ONE

MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) shall be attributable to the CSU Termination Agreement.

(d) If the effective date of the termination without cause by Coach (or if the date of the Association's notice to Coach of termination for cause) is between February 1, 2018 and January 31, 2019, Coach shall pay Association a Termination Amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000), of which ONE MILLION DOLLARS (\$1,000,000) shall be attributable to the CSU Termination Agreement.

(e) If the effective date of the termination without cause by Coach (or if the date of the Association's notice to Coach of termination for cause) is between February 1, 2019 and January 31, 2020, Coach shall pay to Association a Termination Amount of TWO MILLION DOLLARS (\$2,000,000), of which FIVE HUNDRED THOUSAND DOLLARS (\$500,000) shall be attributable to the CSU Termination Agreement.

(f) If termination effective date is on or after February 1, 2020, Coach shall pay Association a Termination Amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000).

If the Termination Amount or Coach's notice of termination without cause (or both) are not timely received by the Association, such termination shall not be effective, unless the Association in its sole discretion agrees in writing to an extension or exercises its right to deem the Agreement terminated as described below.

Coach acknowledges that Association has made a substantial investment in Coach by entering into this Agreement. The purpose of the Termination Amount payments hereunder is to provide liquidated damages to compensate Association for its costs and expenses associated with Coach's hiring and termination of this Agreement without cause, including, without limitation, those resulting from the Association's obligations for the CSU Termination Agreement, terminating Coach's assistant coaches without cause, other costs and expenses associated with the transition to a new head football coach and lost sponsorship revenues. The parties agree that this payment is reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical in the event of a termination by the Coach without cause. The Association's obligations for the CSU Termination Agreement and the foregoing transition and contract costs are also among the Association's damages in the event of a for-cause termination by the Association. However, damages in such event could depend in part on the cause for termination so the Association's damages have not been liquidated upon its for-cause termination.

Provided Association has timely received the required notice and Termination Amount, Coach's termination without cause shall be effective on such date as shall be specified by Association in its notice to Coach of such

date, thereby ending Coach's employment by the Association; provided, however, that Association, at its option, if a post-season game is to be held before the effective date of the termination, may excuse Coach from coaching in such a game. At any time after Coach gives a notice of termination without cause, Association may employ a new head football coach prior to the effective date of the termination, and Coach shall cooperate and not interfere with said new head football coach and shall perform only such duties as the Athletic Director or said new head football coach shall desire through the effective date of the termination of this Agreement. If Coach fails to timely pay the Termination Amount owed, the Association may, at its option, deem the Agreement to be terminated by Coach without cause, effective on the date specified by the Association and the Association may, among its other remedies, offset the Termination Amount owed by Coach against, and deduct the Termination Amount from, any payments owed by the Association to Coach (including without limitation base salary and any bonus). The rights of the Association under this subparagraph 16A(2) are independent of and not limited by the existence of any right Association may have under subparagraphs 16C, 16D, or otherwise under this Agreement and/or the Activities Agreement.

B. **Termination for Cause by Coach.** The Coach may terminate this Agreement for cause, thereby ending the Coach's employment by the Association, for failure of the Association to pay any sum or provide any benefit due under paragraphs 4, 7, 8, 11,12,13, 14 and/or 15 or under the Activities Agreement in accordance with the terms and conditions of those paragraphs or the Activities Agreement if:

- (1) such sum or benefit is more than thirty (30) days overdue; and
- (2) the Coach thereafter has demanded in a written notice to the Association (given in accordance with clause (a) of Appendix A) that such sum be paid or benefit provided; and
- (3) after the Coach makes such written notice to the Association, such sum or benefit remains unpaid or unprovided for an additional ten (10) days; and
- (4) the Coach then provides a written notice of termination to the Association (given in accordance with clause (a) of Appendix A), and if the overdue sum remains unpaid or overdue benefit remains unprovided at the time such notice of termination is given to the Association, the termination shall be effective upon the giving of such notice. If the sum has been paid or overdue benefit has been provided before this notice of termination is given, the notice shall have no effect and shall be void.

C. **Termination or Suspension for Cause by Association.** The Association may terminate this Agreement for "cause," thereby ending the employment of the Coach by the Association, and the Association shall have such right of termination in addition to any and all rights available to it under paragraph 17, paragraph 16, subparagraph 9D and elsewhere under this Agreement and/or

the Activities Agreement. The required notice to effect a termination for cause is set forth in subparagraph 16E. Wherever “**cause**” for termination of this Agreement or suspension of the Coach is referred to in this Agreement, such cause shall mean the occurrence or existence of any one or more of the following (and the parties agree that each of the following numbered clauses shall be applied independently of the others and no single clause is intended, nor shall it be deemed, to limit or affect the interpretation of any of the other clauses):

(1) the Coach’s neglect of and/or inattention to any of the Coach’s duties under this Agreement, the Activities Agreement, or the “**Services Agreement**” (as defined in subparagraph 4A of the Activities Agreement) after reasonably specific written notice of such neglect and/or inattention has been given to the Coach by the Association and the Coach has continued such neglect and/or inattention during a subsequent period of not less than thirty (30) days to be specified by the Association in such notice; or

(2) the Coach’s material, or significant or repetitive violation or breach of any provision of this Agreement, the Activities Agreement, and/or the Services Agreement including, without limitation, any violation of any provision of paragraphs 5, 6 or 9 of this Agreement, or the provisions of paragraph 4 of this Agreement that prohibit gifts, the parties acknowledging that each provision of paragraph 5, of paragraph 6, and of paragraph 9, and each provision of paragraph 4 prohibiting gifts, is material to this Agreement and any violation of any provision of paragraph 5, of paragraph 6, or of paragraph 9, or of a provision of paragraph 4 prohibiting gifts, is a material violation of this Agreement; or

(3) (a) the Coach’s conviction of, and/or plea of guilty or no contest to a charge of, violation of Laws constituting a crime (excluding minor traffic and non-criminal offenses) whether or not relating to the Coach’s employment and whether relating to any action and/or omission during the period of the Coach’s employment by the Association or, if not disclosed by the Coach to the Athletic Director in writing prior to the Association’s execution of this Agreement, at any other time in the Coach’s life, and the parties agree that the Athletic Director, the Chairman, or the President and/or his or her authorized designee may, in applying the provisions of subparagraph 16E and/or 16F, rely on any such conviction or plea as conclusive evidence of the commission of the alleged crime by the Coach or his spouse for purposes of this Agreement; or

(b) whether or not the Coach is prosecuted, convicted, and/or enters a plea of guilty or no contest (and even if found only through an Association review), any action and/or omission by the Coach, whether or not relating to the Coach’s employment, during the period of the Coach’s employment by the Association, that constitutes a crime (excluding minor traffic and non-criminal offenses); or

(4) the Coach’s fraud and/or dishonesty in entering into, or in the performance of the Coach’s duties and/or responsibilities under, this Agreement, the Activities Agreement or the Services Agreement; and/or, if not disclosed by the

Coach to the Athletic Director in writing prior to the Association's execution of this Agreement, the Coach's fraud and/or dishonesty in any other context, whenever occurring and whether or not relating to the Coach's employment, that may adversely reflect on and/or affect the reputation, mission and/or interests of the University and/or the Association; or

(5) whether or not relating to the Coach's employment and whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education, the Coach's fraud or dishonesty in the preparation, falsification, and/or alteration of (i) documents and/or records in any medium of the University, the Association, any Media Rights Holder, the Company, another institution of higher education, the NCAA, and/or the SEC, (ii) documents and/or records in any medium required to be prepared or maintained by Laws, Governing Athletic Rules, and/or University Regulations, and/or (iii) other documents and/or records in any medium pertaining to any recruitment of a student or professional athlete including, without limitation, expense reports, transcripts, eligibility forms, and/or compliance reports; or

(6) whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education, any failure by the Coach to respond accurately and fully within a reasonable time to any reasonable request and/or inquiry relating to the performance of the Coach's duties under this Agreement, the Activities Agreement, and/or the Services Agreement, and/or in the Coach's prior employment at or services to any other institution of higher education, that is propounded by the University, the Association, any Media Rights Holder, the Company, such other institution of higher education, the NCAA, the SEC, and/or any other body governing and/or applying to any athletic program of the University, the Association and/or such other institution of higher education, and/or that is required by Laws, Governing Athletic Rules, University Regulations and/or any agreement between the Coach and the Association, the University, such other institution of higher education, the Company, and/or any Media Rights Holder; or

(7) whether or not relating to the Coach's employment and whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education (or, if not disclosed by the Coach to the Athletic Director in writing prior to the Association's execution of this Agreement, at any other time in the Coach's life), the Coach's solicitation, placement, and/or acceptance of a bet and/or otherwise engaging in any gambling involving any intercollegiate athletic contest; or

(8) whether or not relating to the Coach's employment and whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education, the Coach's solicitation,

placement, and/or acceptance of any bet and/or otherwise engaging in any gambling involving any professional athletic contest; or

(9) whether or not relating to the Coach's employment and whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education (or, if not disclosed by the Coach to the Athletic Director in writing prior to the Association's execution of this Agreement, at any other time in the Coach's life), the Coach's illegal gambling, illegal bookmaking or illegal betting involving any intercollegiate or professional athletic contest whether through a bookmaker, a parlay card, a pool, and/or any other method of organized gambling; or

(10) (a) whether or not relating to the Coach's employment and whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education (i) the Coach's furnishing of information and/or data relating in any manner to football, basketball and/or any other sport, where the individual to whom the information and/or data is provided is known by the Coach to be, or under the circumstances should reasonably have been known to the Coach to be, a gambler, better, and/or bookmaker, and/or an agent of any such individual, and/or (ii) the Coach's consorting and/or associating with any such individual and/or the individual's agent; or

(b) if not disclosed by the Coach to the Athletic Director in writing prior to the Association's execution of this Agreement, any similar action and/or omission by the Coach, whether or not relating to the Coach's employment, during any other period of the Coach's life, if such action and/or omission was contrary to Laws at the relevant time; or

(11) whether or not relating to the Coach's employment, the Coach's use or consumption of any alcoholic beverage, narcotic, other drug, controlled substance, steroid, and/or other chemical of any kind whatsoever, whether prescription, legal or illegal (collectively and individually, "drugs") in such degree and for such appreciable period as to impair significantly and/or materially the Coach's undertakings and/or satisfaction of the standards under this Agreement, the Activities Agreement and/or the Services Agreement; or

(12) (a) whether or not relating to the Coach's employment and whether relating to actions and/or omissions during the period of the Coach's employment by the Association and/or during the period of the Coach's employment by or services to any other institution of higher education (and/or if the Coach does not disclose the matter to the Athletic Director in writing prior to the Association executing this Agreement, during any other period of the Coach's life), the sale, provision, use, consumption and/or possession of any drugs by the Coach and/or the permitting, encouraging, condoning, and/or negligent or intentional ignorance of or failure to appropriately rectify the sale, provision, use, consumption and/or possession of any drugs by any student athlete or other

person over whom Coach has supervision, control or authority, or with respect to whom the Coach is acting where the sale, provision, use, consumption and/or possession is prohibited by Laws, University Regulations and/or Governing Athletic Rules and/or adversely reflects on the reputation, mission, and/or interests of the Association and/or the University; or

(b) the Coach's failure to fully cooperate in the enforcement and implementation of any drug testing and/or education program or policy established by the University, the Association, the SEC and/or the NCAA that is applicable to student athletes and/or other personnel of the University and/or the Association; or

(13) subject to any right of administrative appeal permitted or granted to the Coach by the applicable bodies and whether relating to actions and/or omissions during the period of the Coach's employment by the Association or during the period of the Coach's employment by or services to any other institution of higher education, the making or rendition of a finding or determination by the NCAA, SEC, and/or any commission, committee, council, and/or tribunal of either of them, of one or more major or significant or repetitive (or any combination thereof) violations of Governing Athletic Rules by the Coach (and without derogating from the independence of each and every clause in this subparagraph 16C and for clarification only, this clause shall not limit the Association's right to impose discipline, take corrective action, and/or suspend the Coach under subparagraph 9D, 16C and/or 16D of this Agreement and/or under the Activities Agreement pending any administrative appeal of such determination and shall not limit the Association's right to take its own action, including without limitation termination of this Agreement and/or the Activities Agreement, under any other clause of this subparagraph 16C and/or other provision of this Agreement and/or under the Activities Agreement); or

(14) whether or not relating to the Coach's employment, during the period of the Coach's employment by the Association, any failure by the Coach to report promptly to the Athletic Director any violation of Laws, Governing Athletic Rules and/or University Regulations by any person (including without limitation by any coach and/or student) where the violation is known to the Coach (or any such violation by any coach, student and/or other person under the supervision, control and/or authority of the Coach which violation, under the circumstances, should have been known to the Coach); or

(15) during the period of the Coach's employment by the Association, any material failure by the Coach to report accurately all sources and amounts of all income and benefits as required by subparagraph 6B, subparagraph 6C, and/or subparagraph 6H, and/or subparagraph 6I.

In lieu of immediate termination of this Agreement and the Activities Agreement for cause, and without affecting the Association's right to later terminate this Agreement and the Activities Agreement for cause based on the same and/or any different action and/or omission, and in addition to any rights and remedies under

subparagraph 9D and or subparagraph 16A(1) of this Agreement and any rights and remedies under any other provision of this Agreement and/or the Activities Agreement, the Association may impose a suspension on the Coach (with or without payment of base salary otherwise owed under subparagraph 4) under subparagraph 16C and/or 16D. The Association shall determine, in its sole discretion, whether to impose a suspension with or without payment of base salary. Any Basic Benefits made available under paragraph 7 shall continue to be available during any suspension period. Other payments provided under this Agreement shall continue to be paid during the period of a suspension imposed under subparagraph 16C, unless the relevant provision of this Agreement that provides for the payment explicitly states otherwise. No payment, benefit and/or contribution (other than any Basic Benefits and, if the Association decides in its sole discretion to pay it, base salary) shall be provided under this Agreement or the Activities Agreement during a period of suspension imposed under subparagraph 16D, notwithstanding any other provision of this Agreement or the Activities Agreement. If a final finding of no fault is made by the Association or President or Chairman with respect to the matter giving rise to a suspension, and the matter does not otherwise represent or provide an independent basis for termination of this Agreement for cause, the Association shall pay, contribute, or make available to or for the Coach the amounts not paid or contributed to or for the Coach during the suspension and otherwise payable to the Coach under this Agreement or the Activities Agreement.

Wherever used in this Agreement or the Activities Agreement “**suspension**” or “**suspend(ed)**” of or respecting the Coach means suspension of the Coach from any or all of the following, as determined by the Athletic Director: the role of Head Football Coach, any other role for the Association and/or University, participation in any or all activities under the Activities Agreement and/or activities of the University, the Association, Company, and/or Media Rights Holder (including without limitation athletic events involving any of the University’s and/or Association’s teams), and the Coach’s presence on University, Association, Company, and/or Media Rights Holder hosted, co-hosted, sponsored or co-sponsored events, endeavors, or owned, operated or controlled property for a period not to exceed the longest of (i) ninety (90) days or (ii) if applicable, the period of any process through any appeal under the aegis of the Association, University, NCAA, the SEC, any court, any other governmental authority and/or any other institution of higher education previously employing the Coach or to which the Coach provided services, relating to one or more of the acts and/or omissions constituting cause for termination of this Agreement under this subparagraph 16C (whether or not termination rights are exercised) or (iii) any period specified in subparagraph 16D or subparagraph 16G when that provision is applicable.

Whenever under subparagraph 16C and/or 16D, if the Coach himself had acted or failed to act, there would be cause for termination of this Agreement and/or the Activities Agreement and/or for suspension of the Coach, cause shall independently exist for termination of this Agreement and/or the Activities Agreement and/or suspension of the Coach if any action and/or omission

referenced in subparagraph 16C and/or 16D and/or the Activities Agreement (meaning all or any part thereof and/or any similar and/or corresponding action and/or omission) is by the following other persons:

(a) where Coach advised, assisted, permitted, encouraged, condoned, and/or was negligently or intentionally ignorant of or failed to appropriately rectify an act or failure to act by any athlete and/or other person who is subject to the Coach's supervision, control and/or authority and for whom this Agreement (or, as applicable, the Activities Agreement, Services Agreement and/or the agreement of another institution of higher education with the Coach), Laws, Governing Athletic Rules, and/or University Regulations holds the Coach responsible under the applicable circumstances, and/or

(b) in connection with the actions and/or omissions of other persons that are attributable to the Coach under subparagraph 9B, upon the occurrence or existence of such actions and/or omissions by any such person where Coach advised, assisted, permitted, encouraged, condoned, and/or was negligently or intentionally ignorant of or failed to appropriately rectify such actions and/or omissions;

(c) by any athlete or other person where the Coach advised, assisted, permitted, encouraged, and/or condoned the action and/or omission, where the Coach knew about or, under the circumstances, reasonably should have known about, and failed to take reasonable action to prevent, limit, and mitigate, the action and/or omission, and/or where the Coach failed to timely report the action and/or omission to the Athletic Director and/or, if required by Governing Athletic Rules, University Regulations, Laws and/or any applicable contract to which the Coach is a party, to the appropriate authority of any such other institution, as applicable. For example only and without limiting the foregoing, there shall be cause for termination of this Agreement and/or suspension of the Coach under clause 16.C.(6) above, if the Coach advises, assists, permits, encourages or condones a student athlete, coach or other person to fail to respond, or to respond inaccurately or incompletely, to a reasonable request or inquiry of the University, the Association, another institution of higher education, the NCAA, the SEC, and/or any other body governing any athletic program of the University, the Association, and/or such other institution of higher education; there shall be cause for termination of this Agreement and/or suspension of the Coach under clauses 16.C.(7), (8) and/or (9) above, if the Coach advises, assists, permits, encourages or condones a student athlete, coach or other person to solicit, place or accept a bet on any intercollegiate athletic contest and/or to participate in illegal gambling, bookmaking or betting, and/or, to participate in gambling involving a professional athletic contest in violation of Governing Athletic Rules; and there shall be cause for termination of this Agreement and/or suspension of the Coach under clause (12) above, if the Coach advises, assists, permits, encourages or condones a student athlete or other person to sell, provide, use, consume and/or possess any drugs where such sale, provision, use, consumption, and/or possession violates this Agreement, Laws, Governing Athletic Rules and/or University Regulations.

D. **Suspension for Criminal or Other Charges.** As an alternative or in addition to any other rights and remedies available under this Agreement and/or the Activities Agreement, at the Association's sole option and discretion, the Association may impose a suspension on the Coach upon the occurrence of any one or more of the following (and the provisions of subparagraph 16C that relate to whether or not such suspension is with or without base salary and other payments shall apply):

(1) in the event of an indictment charging the Coach with (or in the event of information being filed with any law enforcement entity, court and/or governmental or quasi-governmental authority alleging that the Coach has committed) a felony, whether or not relating to the Coach's employment, occurring during the period of the Coach's employment by the Association or, if the matter remains unresolved (or if the Coach has not disclosed the matter to the Athletic Director in writing before the Association executes this Agreement and the matter has been resolved in whole or in part adversely to the Coach), occurring during the Coach's employment by or services to any other institution of higher education or at any other period of the Coach's life; or

(2) whether or not relating to the Coach's employment, and whether occurring during the period of the Coach's employment by the Association or, if the matter remains unresolved (or if the Coach has not disclosed the matter to the Athletic Director in writing before the Association executes this Agreement and the matter has been resolved in whole or in part adversely to the Coach), occurring during the period of the Coach's employment by or services to any other institution of higher education, in the event of (i) the commencement of any formal inquiry or charge by the Association, University, NCAA, SEC, another institution of higher education, and/or any commission, committee, council and/or tribunal of any or all of them, (ii) the filing with or delivery to any such body of any notice or information that is grounds for the commencement of any formal inquiry and/or charge by any such body, and/or (iii) a preliminary finding by any such body, in any such case, alleging and/or finding one or more major, significant, or repetitive violations (or any combination thereof) of Governing Athletic Rules, University Regulations and/or Laws (a) by the Coach (and/or by any of the persons whose actions and/or omissions are attributable to the Coach under subparagraph 9B), and/or (b) by any other person who is subject to the supervision, control and/or authority of the Coach and for whom the Coach is held responsible under this Agreement or any agreement with such other institution of higher education, and/or (c) by any person that was permitted, assisted, encouraged and/or condoned by the Coach, and/or of which the Coach had actual knowledge (and/or of which the Coach should have known under the circumstances) and failed to act reasonably to prevent, limit, and mitigate the violation and/or failed to timely notify the Athletic Director or other appropriate authority of such other institution of higher education, as applicable. Such suspension may continue until final resolution of such matter or proceeding without the possibility of further appeal. A matter shall be considered unresolved until a final decision, without the possibility of further appeal, has been made.

E. Termination Notice and Pre-termination Hearing. In order to effect a termination of this Agreement for cause, the Association shall follow this procedure. The Association shall give the Coach written notice of termination of this Agreement, and this notice shall state the effective date of the termination. The notice of termination shall be given at least five (5) days before the effective date of the termination, shall be signed by the Athletic Director or the Athletic Director's or Chairman's authorized designee, and shall comply with clause (a) of Appendix A to this Agreement. This notice shall include a reference to the provision of this Agreement under which the termination is authorized and a short explanation of evidence that supports the termination decision. (Evidence in support of the termination shall be included in good faith by the Association in its notice; however, any failure of the Association to set forth all evidence shall not preclude or otherwise affect the effectiveness of the termination notice or the Association's ability to use the omitted evidence to support its termination decision.)

Notwithstanding the foregoing, in those extraordinary situations in which a five-day notice period could result in damage to property, would be detrimental to the reputation, mission and/or other interests of the Association and/or the University, and/or could result in injury to the Coach, any other individual and/or the public, the termination of this Agreement and the Coach's employment by the Association shall be effective upon the Association's giving its termination notice, and the provisions of subparagraph 17F shall apply. The Association, may, in any event and notwithstanding any other provision upon giving notice of termination with cause, without giving further notice or any additional process, suspend Coach or re-assign him to work at home or elsewhere off the University and Association campus and facilities during the termination notice period or otherwise prior to the termination becoming effective.

The Coach shall have the right, prior to the effective date of the termination, to present a statement, either oral or written, to the Athletic Director or his or her authorized designee, setting forth the reasons why the Coach believes the Association should rescind its notice of termination of the Agreement prior to the termination becoming effective. To exercise this right, the Coach shall either provide his written statement or request the opportunity to make an oral statement in a notice complying with clause (a) of Appendix A. (The Athletic Director or his or her (or the Chairman's) designee shall notify the Coach of the date, time, method (e.g. in person or by phone) and place for giving an oral statement if requested by the Coach.) In those extraordinary situations where a pre-termination notice is not given, the Coach may make a written statement in a notice complying with clause (a) of Appendix A to the Athletic Director or his or her (or the Chairman's) authorized designee within two (2) days after the Association's termination notice is given, concerning the reasons why the Association should rescind the termination.

The Athletic Director or authorized designee shall consider the Coach's statement, if any, but shall make an independent decision in the Athletic Director's

or authorized designee's sole discretion, which, except as provided in subparagraph 16F, shall be binding on the parties. The termination shall take effect on the date set forth in the termination notice or shall remain in effect as provided in the Association's termination notice, unless the termination notice is rescinded by written notice of the Association given before the effective date of the termination or unless the termination itself is rescinded by written notice of the Association. Rescission, whether of the notice of termination or of the termination itself, shall only be effective if it is in a written notice signed by the Athletic Director or his or her (or the Chairman's) authorized designee, complies with clause (a) of Appendix A, and, for rescission of the termination, is given to the Coach on or before thirty (30) days after the effective date of the termination.

The parties agree that the Coach is not entitled to any hearing if this Agreement is terminated without cause as provided in subparagraph 16A. The procedure described in this subparagraph 16E shall also be applicable in the event of a suspension of the Coach under subparagraph 16C or 16D and, in that event, all references to termination or its effective date shall be deemed to be references to suspension and its effective date (but the Association may rescind the suspension at any time, whether or not within 30 days of the effective date of the suspension).

F. **Post-termination Hearing.** If the Agreement is terminated for cause in accordance with subparagraphs 16C and 16E, then upon request by written notice to the Chairman within three (3) days after the effective date of the termination, which notice shall comply with clause (a) of Appendix A and shall be copied to the Athletic Director, the Coach shall have the right to a post-termination hearing. Upon such timely and proper request, the hearing shall be held at a time and place in Gainesville, Florida to be specified by the Chairman or the Chairman's authorized designee in a written notice to the Coach, and the Chairman shall set the hearing within a reasonable time after the termination. The post-termination hearing will be conducted by a "**Hearing Officer**" who shall be an attorney for the Association chosen by the Chairman. The hearing will be reported by a qualified court reporter, and a transcript will be prepared at the expense of the Association. At the Coach's option, the Coach shall have the right to have an attorney present at such hearing (provided that the attorney may privately advise the Coach but may not speak publicly or participate in the hearing), to call witnesses who are willing to appear on the Coach's behalf, and to cross-examine any witnesses who actually appear at the hearing and are adverse to the Coach. The Coach shall not have the right to compel any particular witness – his or the Association's – to appear in order for the hearing to be adequate.) The Association may also call witnesses to appear at its discretion. The rules of evidence shall not apply to such hearing. After the conclusion of such hearing, the Hearing Officer shall promptly make a recommendation to the Chairman or the Chairman's authorized designee, and inform the Coach of such recommendation. With reasonable promptness under the circumstances, the Chairman or the Chairman's authorized designee, shall inform the Coach and the Athletic Association Board of the decision of the Chairman or the Chairman's authorized designee, which shall be made after reviewing the Hearing Officer's recommendation, but shall be the

Chairman's or the Chairman's authorized designee's own independent decision in his or her sole discretion. The decision of the Chairman or the Chairman's authorized designee shall be final and binding on both parties to this Agreement.

The parties agree that the Coach is not entitled to any hearing if this Agreement is terminated without cause by the Association as provided in subparagraph 16A. The procedure described in this subparagraph 16F shall also be not applicable in the event of a suspension of the Coach under subparagraph 16C or 16D or in the event of a termination or suspension under subparagraph 16G.

G. **Termination for Death or Disability of Coach.** This Agreement shall terminate automatically (without the need for further action by the parties) upon the death of the Coach or upon the permanent disability of the Coach. "Permanent disability" means the first to occur of: (a) Association's receipt of a written notice from an authorized representative of the applicable disability insurer that the Coach has been determined and recognized to be totally disabled by such disability insurer issuing, and applying the provisions of, the group disability insurance policy that is available to the employees of the Association; or (b) the inability of the Coach to perform the essential functions of the job for a period of 6 continuous months (or such lesser or intermittent period as qualifies for benefits under the applicable disability insurance policy), with or without a reasonable accommodation (as such term is defined in 42 U.S.C. § 12111(9), as amended, and in the common law interpreting same). The Coach shall notify the Association in accordance with clause (a) of Appendix A simultaneously with requesting that such insurer determine that the Coach is totally disabled.

In addition, if a "**Physician**" (defined below) determines that Coach is unwilling to, should not, or is unable to perform significant duties of the position of Head Football Coach, with or without such a reasonable accommodation, as provided in and up to standards required under this Agreement, due to a physical or mental health condition (such determination being the "**Physician Adverse Determination**"), the Association, at its option may: (a) suspend Coach due to his condition by and effective upon giving notice of suspension to Coach for such period and on such terms and conditions as the Athletic Director or Chairman shall determine are advisable after conferring with the Physician (and subparagraphs 16E and 16F shall not apply to such suspension); and/or (b) terminate this Agreement and Coach's employment under this subparagraph 16G by and effective upon giving notice to Coach (without application of subparagraphs 16E and 16F of this Agreement, which shall not govern such termination), if the Physician does not determine and notify the Athletic Director or Chairman within 90 days of the Physician first examining Coach that Coach is capable of resuming all of his duties under this Agreement as provided in and up to the standards required under this Agreement (as such standards are determined by the Athletic Director or Chairman) (such determination of capability being the "**Full Capacity Determination**"); and/or (c) suspend Coach under (a) above and then, if the Physician does not make and notify the Athletic Director or Chairman of the Physician's Full Capacity Determination within the 90

day period specified in (b), at any time thereafter and before the Physician makes a Full Capacity Determination, terminate this Agreement and Coach's employment under (b) above. Said 90 day period shall be reduced to 20 days if a Physician Adverse Determination occurs more than once in a 24-month period and shall be reduced to 7 days if a Physician Adverse Determination occurs more than twice during the Term. If the Association at any time or from time to time questions whether Coach may have a physical or mental health condition that is causing or could cause him to be ill-advised to, unable to, or unwilling to perform significant duties of Head Football Coach as provided under this Agreement, the Athletic Director or Chairman may require Coach to—and Coach shall—undergo medical and/or mental health examination by one or more independent medical and/or mental health professionals (such professionals are singly and collectively referred to as the “**Physician**”) identified, procured and paid for by the Association. (For this purpose “independent” shall mean that the medical and/or mental health professional has no then-existing or prior contractual (other than by the Physician's participation in insurance plans and the like), familial, close personal, or mental health professional/doctor – patient relationship to the Association, University, or Coach.) In such event, Coach shall promptly execute and deliver whatever consents are required by any Physician, law or applicable policy to authorize that Physician to discuss, report to and fully disclose to the Athletic Director and Chairman all information relevant to the physical and mental health condition of Coach. In the event that any Physician determines Coach should not, is unwilling to, or is unable to perform significant duties of Head Football Coach due to a physical or mental health condition, Coach shall undergo any follow up examination required by the Association to determine whether he is capable of resuming all of his duties under this Agreement and, if the Association does not call for such follow up examination when Coach believes in good faith that he is capable of resuming all of his duties and the Association believes he is not capable, Coach may call for such follow up examination. If Coach calls for the follow up examination when the Association believes the Coach is not capable of resuming all of his duties and the follow up is premature (as evidenced by the Physician's not giving a Full Capacity Determination within the applicable 90 day or other period), Coach shall pay for the follow up examination.

H. **Suspension by SEC or NCAA.** Notwithstanding any other provision of this Agreement to the contrary, if Coach is suspended by the SEC or NCAA Coach shall automatically be suspended by the Association for the duration of the SEC- or NCAA- imposed suspension without further notice or process. During such suspension Coach shall not be entitled to receive any compensation, benefits or any other payments under this Agreement or the Activities Agreement, except for only the Basic Benefits provided under paragraph 7 of this Agreement.

17. **TERMINATION CONSEQUENCES.** Regardless of the basis of termination of this Agreement or of the party who exercises any right of termination, for a period of one (1) year after the effective date of the termination,

the Coach shall not contact or otherwise seek to recruit any high school, college or other student athlete previously contacted or recruited by the Association and/or the University, unless prior to the date when the notice of termination is given by the Association or the Coach, the Coach has not violated subsection 9C and such athlete has already been contacted or recruited by any institution organization or entity thereafter employing or contracting for services of the Coach and on whose behalf the Coach is acting in making the contact. This provision shall also apply upon the expiration of the Term of this Agreement without an early termination, and in that event, references to termination shall be deemed to be references to expiration of the Agreement and no notice of expiration shall be required. This provision shall survive the expiration or termination of this Agreement.

In addition, upon the expiration of the Term of this Agreement, or upon the termination of this Agreement regardless of the basis for termination or of the party who exercises any right of termination, the Coach agrees not to disparage or speak, write or otherwise communicate ill of, the University, the Association, and/or their former, current and/or future trustees, directors, officers, employees, agents, contributors, contractors, volunteers and/or fans, publicly or privately. This provision shall survive the expiration or termination of this Agreement and shall be liberally construed to give effect to its purpose, which is to protect the reputations of the Association and the University and their respective leadership, agents, contractors and supporters. The parties agree that such reputations are valuable. Notwithstanding the foregoing, truthful statements made in compelled, sworn testimony in administrative, judicial, NCAA, SEC, or arbitral proceedings (including without limitation, depositions and answers to interrogatories in the discovery process as part of such formal proceedings, but not including communications made outside of such proceedings or discovery) shall not constitute a violation of this paragraph 17.

The following consequences of termination of this Agreement shall also apply:

A. **Termination by Coach Without Cause.** If this Agreement is terminated by the Coach without cause under subparagraph 16A, the Coach shall not be entitled to any further compensation, payments, benefits and/or contributions of any kind whatsoever under this Agreement or the Activities Agreement which are payable on or after the date Coach's notice of termination is given, other than the portion of annual base salary under paragraph 4 through the date the notice of termination is given (applying the proration process specified in paragraph 4 to determine base salary for the Partial Year) and Basic Benefits under paragraph 7 which shall be paid up to the effective date of termination and any Basic Benefits as may be available at the Coach's sole expense, as provided and subject to the limitations in paragraph 7 in connection with termination. Coach shall also be required to pay the applicable Termination Amount owed by Coach as provided in subparagraphs 16A(2)(a)-(f).

B. **Termination by Coach for Cause.** If this Agreement is terminated by Coach for cause pursuant to subparagraph 16B, Coach shall be entitled to

receive, as his sole and exclusive remedy under this Agreement, at law and in equity, and regardless of the basis whatsoever, as liquidated damages and not as a penalty, the total amount equal to the sum of: [the product of Two Million TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00) (without any reduction for outside income, but less deductions for applicable taxes and withholdings) multiplied by the number of full Contract Years that would have remained in the Term of the Agreement on the effective date of termination had the early termination not occurred] plus [the prorated portion of \$2,250,000 determined by applying the proration process specified in paragraph 4 to such amount for any Partial Contract Year that would have remained in the Term on the effective date of the termination had the early termination not occurred], which sum is to be paid by Association in five (5) installments calculated in accordance with subparagraph 17H, the first payment being due within thirty (30) days of termination, and the second through fifth payments being due on each respective succeeding anniversary of the effective date of the termination. In any event, and notwithstanding any other provision of this Agreement or the Activities Agreement, no allowance shall be made under this subparagraph 17B for, and—after the date notice of termination is given--Coach shall not be entitled to receive, any other amount, payment or benefit payable or to be provided to Coach under this Agreement or under the Activities Agreement. Coach and Association agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

C. **Termination by Association for Cause.** If this Agreement is terminated by the Association for cause pursuant to subparagraph 16C, the Coach shall be paid the portion of the Coach's annual base salary specified in paragraph 4 for the Contract Year in which the termination becomes effective, that is attributable to the period the Coach is employed under this Agreement that Contract Year through the effective date of termination (applying the proration process specified in paragraph 4 to determine base salary for that Partial Year). (For clarity, if the Association has suspended Coach without pay under subparagraph(s) 16C and/or 16D, no base salary shall be owed for the period of suspension.) The Coach shall not be entitled to any other payment and/or benefit otherwise to be provided under paragraphs 4, 7, 8, 11, 12, 13, 14 and/or 15 and/or under any other provision of this Agreement or the Activities Agreement, except only that certain Basic Benefits may be available at the Coach's sole expense, as provided and subject to the limitations in paragraph 7 of this Agreement in connection with termination. (If, under subparagraph 16E or 17F, the termination for cause is finally rescinded, any amounts will be paid that were not paid due to the termination for cause, but would otherwise have been owed taking all of the circumstances and all provisions of this Agreement into account.) In addition to all other rights and remedies available to Association under this Agreement, Coach shall owe and pay to Association the applicable portion of the Termination Amount attributable to the CSU Termination Agreement under subparagraph 16A(2)(a)-(e) that corresponds to the period which includes the date of the Association's termination notice to Coach. The Association may offset any base salary payable pursuant to this subparagraph and any other payment owed to Coach by the

Association, whether or not under this Agreement or the Services Agreement, against any Termination Amount payable to Association by Coach.

D. **Termination by Association Without Cause.** (1) If this Agreement is terminated by Association without cause pursuant to subparagraph 16A, Coach shall be entitled to receive the amount equal to the sum of: [the product of TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00) (without any reduction for outside income, but less deductions for applicable taxes and withholding) multiplied by the number of Contract Years that would have remained in the Term of the Agreement on the effective date of termination had the early termination not occurred plus [the prorated portion of \$2,250,000 determined by applying the proration process specified in paragraph 4 to such amount for any Partial Contract Year that would have remained in the Term on the effective date of termination had the early termination not occurred] which sum ("**Association Without Cause Payment**") is to be paid by Association in five (5) installments, calculated in accordance with subparagraph 17H, the first payment being due within ninety (90) days of the effective date of termination and the second through fifth payments being due on each respective succeeding anniversary of the effective date of termination.

(2) Notwithstanding the foregoing clause 17D(1), in the event that Coach accepts employment with any other SEC institution ("**Other SEC Institution**") within ninety (90) days after termination of this Agreement under this subparagraph 17D, the terms of this clause 17D(2) shall govern.

The Association Without Cause Payment owed to Coach under clause 17D(1) shall be reduced (potentially to zero) by the total amounts payable to Coach by the Other SEC Institution (i) as base salary and other "unconditional" payments to the Coach (meaning all those payments that are not dependent on team or Coach performance but are payable to Coach so long as he is employed and in good standing) ("**Other SEC Unconditional Payment**"). This provision shall be implemented in the manner set forth in Appendix B, attached to and incorporated in this Agreement

(3) In any event, no allowance shall be made under this subparagraph 17D for, and Coach shall not be entitled to receive, any other amount, payment or benefit payable or provided under paragraphs 4, 7, 8, 11, 12 (except as provided in subparagraph 12C), 13, 14 and/or 15 of this Agreement, or under the Activities Agreement, after the date notice of termination is given. Coach and Association agree that said liquidated damages are reasonable given existing circumstances, including, without limitation, the range of harm that is foreseeable and the anticipation that proof of damages would be costly and impractical.

The provisions of this subparagraph 17D shall survive the termination of this Agreement.

E. **Waiver of Claims and Release.** The financial consequences of termination of this Agreement, the Activities Agreement and/or the Services

Agreement and/or suspension of the Coach are exclusively set forth in this Agreement. Therefore, with the sole exception of payments expressly required by this Agreement upon termination or suspension in the particular applicable circumstances and the requirement to adhere to any applicable procedures set forth in this Agreement (**"Retained Rights"**), in any instance of termination of this Agreement, the Activities Agreement, and/or the Services Agreement, whether for cause or without cause, and in any instance of suspension of the Coach, neither the Coach, nor the Association or University shall be entitled to receive any amount, payment, right and/or benefit other than as expressly provided or referred to in this Agreement.

(1) **Release of Association and University By Coach.** In the event of a termination of this Agreement and/or the Activities Agreement by the Association or termination of this Agreement by the Coach or suspension of the Coach by the Association, and as a precondition and consideration of the Association's associated payments to and release of Coach and Coach's rights and right to terminate this Agreement under paragraphs 16 and 17, the Coach (meaning for purposes of this clause 17E(1) Coach on his own behalf and on behalf of any entity or individual claiming by, through or under Coach or based on any relationship to or contract with Coach, and on behalf of the Coach's heirs, assigns, and representatives) shall execute a release and waiver of all "Claims" against, and release, the Association, the Florida Board of Governors, the University, and each of their respective controlled affiliated entities; and each such body's and entity's respective former, current and future trustees, directors, board members, officers, employees, agents, students, contractors, and attorneys; and each such body's, entity's and individual's respective predecessors, successors, assigns, heirs, and representatives (collectively, singly and in any combination "Releasee"), from and against any and all judgments, rights, demands, charges, claims, settlements, damages and costs (including without limitation court and dispute resolution costs and attorneys fees), actions, causes of action, suits, proceedings, and liabilities of every kind and nature and on every basis whatsoever, that the Coach has or may have against the Releasee, from the beginning of the world through the date on which this Agreement is terminated or the end of the period of the Coach's suspension, as applicable (**"release date"**), whether known or unknown, foreseeable or not, contingent or fixed, on any basis whatsoever (whether at law, in equity, under contract, tort, statute, and/or regulation, for strict liability, liquidated, exemplary, punitive and/or special loss, economic loss, warranty, and/or on any other basis) AND, WHETHER CAUSED BY THE NEGLIGENCE OF A RELEASEE, OR OTHERWISE, to the extent directly or indirectly arising from or relating to this Agreement, the Activities Agreement, the Services Agreement, any or all such agreement's termination, and/or the employment and/or suspension of the Coach (collectively and individually, **"Claims"**) other than the enforcement of the Retained Rights, which right of enforcement shall survive any termination of this Agreement. Without limiting the foregoing, released and waived Claims shall include, without limitation: (a) Claims under the Age Discrimination in Employment Act and Claims under the Older Worker benefit Protection Act (provided that Coach may rescind only this clause (a), only by and upon giving notice of rescission to Association on or before the

date that is seven days after Coach signs the release and waiver); and (b) Claims for consequential damages by reason of any alleged economic loss, such as (for example only and without limitation) loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of speech, camp or other outside activity fees, loss of expectation income, and damages allegedly sustained by, or by reason of, alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, and/or the dissemination by the Association, the University, and/or the Coach of truthful information and/or documents permitted and/or required by Laws, University Regulations, and/or Governing Athletic Rules. Notwithstanding anything in this Agreement or the Activities Agreement to the contrary, such released Claims include those that arise after the release date to the extent directly or indirectly arising from or relating to conditions, acts or omissions existing or occurring on or before the release date. Coach agrees that he may not recover any monetary damages, including without limitation attorneys' fees, or any other relief otherwise available in connection with any claim, charge or proceeding brought by the Equal Employment Opportunity Commission or other federal agency or by a state or local fair employment practices agency against Releasee. Notwithstanding the foregoing, Coach does not release or waive any Claims that are absolutely prohibited by law to be released or waived even voluntarily.

(2) **Release of Coach By Association.** In the event of an early termination of this Agreement by the Coach, then provided Coach does not seek any relief, damages, rights or other consequences under this Agreement, the Activities Agreement or otherwise, except only what is provided to him in such event expressly in this Agreement, the Association will execute a waiver and release of the Coach from any claim of the Association for consequential damages by reason of any alleged economic loss, such as (for example only and without limitation) loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of speech, camp or other outside activity fees, and loss of expectation income resulting solely from Coach's exercise of his right to terminate this Agreement. For clarity, the Association will retain (and will not waive) claims against Coach for payment of the Termination Amount owed under subparagraph 16A, claims for reduction of the Association Without Cause Payment under subparagraph 17D in connection with Coach's employment by another SEC institution, and claims associated with violations of this Agreement by or attributable to the Coach (such as, for example only, violations of Coach's nondisparagement and noncompetition obligations).

(3) **General.** The Coach acknowledges that in the event of termination of this Agreement, with or without cause and regardless of who is the terminating party, the Coach shall have no right to occupy the position of Head Football Coach, and that during any suspension of the Coach under this Agreement the Coach shall have no right to perform that position. The Coach further acknowledges that the Coach's sole remedies in any way directly or indirectly related to this Agreement, the Activities Agreement, the Association and/or University, are provided in this Agreement and shall not extend to injunctive or other equitable relief in any such event. The Coach hereby waives any right he

or she may have to injunctive and/or other equitable relief. The Coach acknowledges that the Coach has no right nor any expectation of the granting of tenure by the University and/or the Association.

This subparagraph 17E shall survive the expiration or termination of this Agreement, the Activities Agreement, and/or the Services Agreement.

F. **Termination by Death or Disability.** In the event of termination by death or disability, neither Coach nor his estate shall be entitled to any compensation, amount, payment, sum or benefits provided for in this Agreement or under the Activities Agreement from and after the effective date of termination, except (i) those temporary benefits routinely provided to Association employees in such circumstances under the group health insurance program of Association, if any, that is part of Basic Benefits under paragraph 7 and (ii) a one-time payment in an amount equal to one quarter of the then current annual base salary payable to Coach under paragraph 4 hereof, which payment shall be paid to Coach or his estate, as applicable, within sixty (60) days after the effective date of termination of this Agreement.

G. **Absences.** Although Coach may be absent from the offices of Association for reasonable periods during the off-season, it is acknowledged that no time for such purposes is periodically earned or accrued by coaches employed by Association, and none shall be considered in calculation of termination benefits hereunder or under the Activities Agreement. Prior to being absent for more than five business days in the off-season, Coach will obtain the consent of the Athletic Director, not to be unreasonably withheld or delayed."

H. **Calculation of Installment Payments.** In the event that a payment is required to be made to Coach in installments pursuant to subparagraphs 17B or 17D, in order to provide at least in part for the payment of applicable Federal income, Social Security and Medicare taxes, the amount of each installment, prior to deduction or withholding of such taxes and withholding (which shall be calculated as provided in subparagraphs 16B or 16D, respectively), shall be as follows:

1 st	50.0%
2 nd	12.5%
3 rd	12.5%
4 th	12.5%
5 th	12.5%

18. **RETENTION OF ALL MATERIALS, RECORDS, CREDIT CARDS AND KEYS.** All documents, records, and materials, including without limitation personnel records, recruiting records, team information, films, Association playbooks, statistics and any other material and data, furnished to the Coach by or on behalf of the Association or under the Activities Agreement, developed by the

Coach on behalf, and/or at the expense or using the resources, of the Association, and/or otherwise in connection with the employment of the Coach by the Association are and shall remain the sole and confidential property of the Association. The Coach shall maintain the confidentiality of all such materials and data and this obligation shall survive the expiration or termination of this Agreement. Promptly upon, and in no event later than ten (10) days after the expiration or termination of this Agreement, the Coach shall cause any and all such materials in his possession or control to be delivered to the Association (which may be done by Coach confirming to Association in writing that all such materials have been left in his office), and this obligation shall survive the expiration or termination of this Agreement and/or the Activities Agreement. Promptly upon, and in no event more than one (1) business day after termination or expiration of this Agreement the Coach shall return to the Association all credit cards and keys issued to the Coach by or on behalf of the Association.

19. **SOVEREIGN IMMUNITY NOT WAIVED.** The parties acknowledge that the Association and the University each have a right of sovereign immunity as provided and limited under applicable Laws, and nothing in this Agreement or the Activities Agreement shall be deemed to limit or waive any right, exemption, privilege or immunity available to either or both of them under applicable Laws. This paragraph 19 shall survive the expiration or termination of this Agreement and/or the Activities Agreement respecting any matter arising directly or indirectly under or relating to this Agreement, the Activities Agreement, and/or the Coach's employment by the Association and/or relationship to the University and Association.

20. **MISCELLANEOUS PROVISIONS.** The parties agree to the miscellaneous provisions in Appendix A which are hereby incorporated in this Agreement. The miscellaneous provisions of this Agreement shall survive the expiration or termination of this Agreement and the Activities Agreement with respect to any other surviving terms.


The parties have executed and delivered this Agreement as of the 5th day of December, 2014 in two counterparts which, when executed and delivered by the parties to each other, shall constitute a single binding agreement.

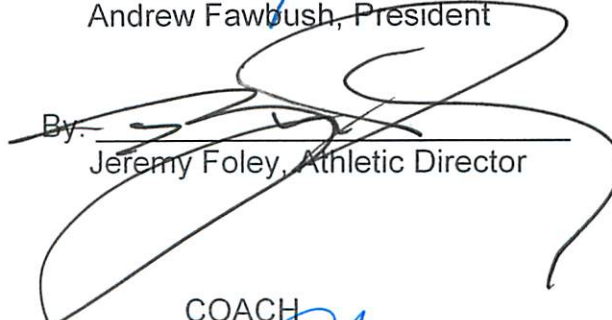
WITNESSES:

THE UNIVERSITY ATHLETIC
ASSOCIATION, INC.

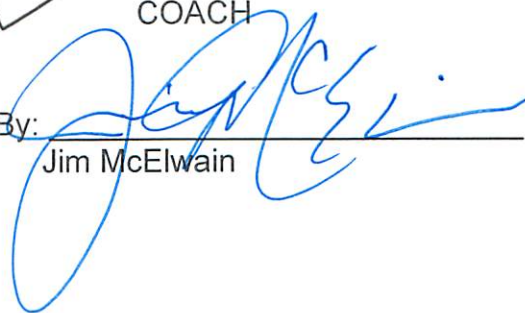
By: _____

W. Kent Fuchs, Chairman

By: 
Andrew Fawbush, President

By: 
Jeremy Foley, Athletic Director

COACH

By: 
Jim McElwain

Appendix A – Miscellaneous provisions
Appendix B – Reduction of Association Without Cause Payment
Exhibit A – Job description
Exhibit B – Class Attendance Policy

APPENDIX A TO
UNIVERSITY ATHLETIC ASSOCIATION, INC. HEAD COACHING AGREEMENT
BETWEEN THE UNIVERSITY ATHLETIC ASSOCIATION, INC. AND
JIM McELWAIN DATED AS OF DECEMBER 5, 2014 ("**Agreement**")
MISCELLANEOUS PROVISIONS

The terms used and not otherwise defined (and the terms bolded in the Agreement, and used but not otherwise defined in) this Appendix A shall have the meanings attributed to them in the Agreement.

(a) **Notices.** Except as expressly otherwise provided in this Agreement, all notices, requests, consents, waivers permissions, and approvals, under this Agreement and/or the Activities Agreement shall be effective only if given or made in writing or by telecopier or email, with all delivery charges prepaid, addressed to a party or particular officer to the attention of the offices or individual(s) and at the

address or to the telecopier number or email address specified for that party or particular officer in this clause (a) and to such additional or other addressees, addresses, telecopier numbers, and/or email addresses as any party may designate by notice to the other party in accordance with this clause, and shall be effective at the times, and only if given by the means, specified below:

- By telecopier, effective upon receipt by the intended receiving telecopier number, as evidenced by a confirmation of receipt generated by the transmitting telecopier;
- By nationally recognized commercial courier service or by government certified or registered mail return receipt requested, effective upon delivery or refusal of delivery by or on behalf of the intended recipient, as evidenced by the delivery receipt;
- By hand delivery using a commercial courier service, effective upon delivery or refusal of delivery by or on behalf of the intended recipient, as evidenced by the delivery receipt, or by other hand delivery effective upon delivery or refusal of delivery by or on behalf of the intended recipient according to all relevant evidence; or
- By email, effective upon receipt, as evidenced by the sending email account's server records of transmission without failure of delivery.

The addressees, addresses, telecopier numbers, and email addresses for notice shall be:

The Association:

The University Athletic Association, Inc.

In care: The Athletic Director

Address: Ben Hill Griffin Stadium, P.O. Box 14485, Gainesville, FL 32604

Telecopier Number: (352) 372-5117

Email Address: Jeremy@gators.uaa.ufl.edu

The Coach:

Jim McElwain

at his office at the Association's headquarters, or at

Address: _____

Telecopier Number: _____

Email Address: _____

With copy to Rick Landrum by email to rlandrum@cca.com

The Chairman:

Chairman of the Board

The University Athletic Association, Inc.

In care of: Office of the President

University of Florida

226 Tigert Hall
Gainesville, FL 32611
Attention: President

(b) **Third Party Beneficiary.** There are absolutely no third party beneficiaries of the Agreement or the Activities Agreement except only for the University of Florida. Without limiting the foregoing, Colorado State University is not a third party beneficiary of the Agreement or the Activities Agreement. The University is not a party to, and does not have any obligation or liability whatsoever under, this Agreement or the Activities Agreement. The University is a third party beneficiary of this Agreement and the Activities Agreement and may, at its sole option, enforce and receive any and all rights and benefits of the Association under this Agreement and/or the Activities Agreement (which rights and benefits include, without limitation, all rights and benefits expressly intended for the University).

(c) **No Assignment By Coach.** The Coach may not assign this Agreement, the Activities Agreement, or any right or duty hereunder or thereunder, and any attempted assignment (whether voluntary or, to the greatest extent possible, by Laws) will be void. Subject to the foregoing, this Agreement and the Activities Agreement will bind the parties and their respective successors, heirs, personal and legal representatives and assigns, and will inure to the benefit of Association, the University and their respective legal and voluntary successors and assigns.

(d) **No Representations.** The parties agree that neither of them, nor the University has made any representations with respect to the subject matter of this Agreement or the Activities Agreement, and each of the parties acknowledges that the party has relied solely on the party's own judgment in entering into this Agreement and the Activities Agreement with full opportunity to seek advice of independent and competent counsel and other advisors.

(e) **No Special or Consequential Damages.**

IN NO EVENT SHALL THE ASSOCIATION, THE UNIVERSITY, THE FLORIDA BOARD OF GOVERNORS AND/OR THEIR RESPECTIVE TRUSTEES, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, FANS, CONTRACTORS, STUDENTS AND/OR AFFILIATES (COLLECTIVELY "RELATED PARTIES"), BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, TREBLE, SPECIAL OR OTHER INDIRECT DAMAGES OR LOST PROFITS OF ANY KIND, ARISING OUT OF ANY ACT OR OMISSION UNDER THIS AGREEMENT AND/OR THE ACTIVITIES AGREEMENT AND/OR IN CONNECTION WITH THE COACH'S EMPLOYMENT, ACTIVITIES UNDER THE AGREEMENT AND/OR THE ACTIVITIES AGREEMENT, AND/OR THE UNIVERSITY AND/OR ATHLETIC ASSOCIATION FOOTBALL PROGRAM, INCLUDING WITHOUT LIMITATION, ECONOMIC

DAMAGES, REGARDLESS OF WHETHER THE ASSOCIATION, THE UNIVERSITY, THE BOARD OF GOVERNORS, AND/OR THEIR RESPECTIVE LEADERSHIP, AGENTS, EMPLOYEES, CONTRACTORS AND/OR RELATED PARTIES SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, AND/OR IN FACT SHALL KNOW, OF THE POSSIBILITY OF THE FOREGOING.

THIS CLAUSE (e) SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT AND/OR THE ACTIVITIES AGREEMENT.

(f) **No Waiver/ Severability/Captions.** No waiver of any provision (or any portion thereof) or breach of this Agreement or the Activities Agreement shall be effective unless the waiver is expressly made in writing signed by the waiving party. A waiver on one occasion or of one provision (or portion thereof) or breach shall not constitute a waiver on any other occasion or of another provision (or portion) or breach. The provisions of the Agreement and of the Activities Agreement are severable, and if any provision, or any portion thereof, is determined by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, any remaining portions of that provision, and all other provisions of this Agreement and/or the Activities Agreement, shall remain valid and enforceable to the fullest extent permitted by law and equity in order to give effect to the parties' intentions under this Agreement. Without derogating from the foregoing, if any release, waiver or other material consideration for this Agreement and/or the Activities Agreement is so determined to be invalid or unenforceable, the parties shall discuss whether they can agree to make changes to this Agreement (and/or if applicable the Activities Agreement) in writing to compensate for such failure of material consideration and if they do not agree within sixty (60) days, this Agreement shall be void at the option of the party that has lost a material benefit of his or its bargain (exercisable by and effective upon giving written notice to the other party). Except only for the definition in the heading for this Appendix, the captions used in the Agreement and those used in the Activities Agreement are for convenience only and shall not be deemed to have any relevance to the meaning of any provisions.

(g) **Force Majeure.** If the performance of this Agreement or the Activities Agreement by a party is delayed, hindered or prevented or is otherwise frustrated by reason of a "Force Majeure" then the party so affected shall promptly notify the other party under this Agreement or the Activities Agreement, as the case may be, in accordance with Clause (a) of this Appendix A, specifying the nature of the Force Majeure and the anticipated delay in or effect on performance of this Agreement or the Activities Agreement. As of the date of such notification, the affected party may suspend or amend performance of this Agreement and/or the Activities Agreement, as applicable, until the cause of the delay or effect on performance ends. If the period of suspended or amended performance exceeds ninety (90) days (the "**Suspension Period**"), then, at any time after such Suspension Period of suspended or amended performance and before full

performance resumes, the Association may terminate this Agreement by, and effective upon, giving notice to Coach. Notwithstanding the foregoing or any other provision of this Agreement or the Activities Agreement, only the Association may terminate this Agreement and/or the Activities Agreement for a Force Majeure affecting only performance of the Activities Agreement by either party. A “**Force Majeure**” means war, civil commotion or disturbances, fire, flood, action by any government (other than the University), acts of God, or any other exceptional event that is beyond the reasonable control, anticipation and avoidance or mitigation of the affected party and prevents that party from fulfilling any of its material and substantial obligations under this Agreement or the Activities Agreement as the case may be, was not attributable to intentional misconduct, error or negligence on the part of that party, and proves insurmountable in spite of reasonable efforts by that party; however, a **Force Majeure** shall not include the illness, death or disability of Coach.

(h) **Entire Agreement/Amendments.** The Agreement, and any final, executed and delivered Activities Agreement entered into simultaneously, represent the entire agreement of the parties concerning the subject matter addressed herein and therein, and supersede any contemporaneous and previous negotiations, drafts and agreements between the parties, whether oral, in writing, electronic or in any other medium concerning the same subject, including without limitation any term sheet and any drafts of the Agreement and/or the Activities Agreement. The Agreement and/or the Activities Agreement may be amended only by a written agreement signed and delivered by the Coach and the Athletic Director and President and Chairman of the Association.

(i) **Dispute Resolution and Arbitration.** Any disputes between the parties in connection with or arising out of this Agreement and/or the Activities Agreement shall first be discussed and resolved by the parties, which shall mean by the Athletic Director or the Chairman of the Board of the Association or his or her designee, and the Coach. If such discussions fail to resolve the matter within ninety (90) days of a party requesting of the other party that they initiate discussions, the matter shall be resolved by arbitration to be conducted in Gainesville, Florida in accordance with the Arbitration Rules of the American Arbitration Association, as then in effect, which rules are deemed to be incorporated in this clause by this reference. There shall be three arbitrators, one appointed by each party and the third appointed by the other two arbitrators. All of the arbitrators shall have at least 10 years of experience arbitrating or adjudicating the relevant type of dispute and claim in a college athletics context and at least 15 years of total experience as an arbitrator, judge and/or lawyer. Provided that each arbitrator satisfies such experience, the arbitrators need not be resident or professionally credentialed in Florida. The determination made by the arbitrators shall be made by majority vote, and shall be final and binding on the parties to this Agreement and the Activities Agreement. Each party shall pay the costs of the arbitrator it appoints and shall share equally the costs of the third arbitrator and all other arbitration costs (except that each party shall be responsible for its or his own attorneys’ and advisors’ fees and costs). The decision of the arbitrators may be enforced in any court of competent jurisdiction and the parties agree and

consent to venue and sole jurisdiction in the federal or state courts in Gainesville, Florida (or for Federal Court of Appeals in Atlanta, Georgia or wherever the U.S. Court of Appeals for the Eleventh Circuit may have its primary seat) for this purpose.

(j) **Governing Law.** The Agreement and the Activities Agreement shall be governed and interpreted for all purposes under Florida law, without regard to such law governing conflicts of law.

(k) **Indirect Actions Prohibited.** Any act which Coach is prohibited from doing directly in this Agreement or in the Activities Agreement may not be done indirectly by Coach or another person on Coach's behalf or at his behest.

APPENDIX B TO
THE UNIVERSITY ATHLETIC ASSOCIATION, INC. AND
JIM McELWAIN DATED AS OF DECEMBER 5, 2014 **"(Agreement)"**
REDUCTION OF ASSOCIATION WITHOUT CAUSE PAYMENT

The terms used and not otherwise defined in (and the terms bolded in the Agreement, and used but not otherwise defined in) this Appendix B shall have the same meanings attributed to them in the Agreement.

(a) Upon agreeing to be employed by the Other SEC Institution, Coach shall provide to Association a copy of the related term sheet or offer letter, if any, and upon its execution, the related employment contract (as it may be amended from time to time, **"Other SEC Contract"**). Coach and Association will confirm the total amount of the Other SEC Unconditional Payment, as well as the portion that is payable in each 12-month period of the Other SEC Contract (or lesser period if the last period is less than 12 months). The parties will adjust their confirmation upon any changes in the Other SEC Contract or Coach's employment status under it.

(b) The first installment of the Association Without Cause Payment (this first installment and each subsequent installment being individually an **"Installment"**) owed to Coach shall be reduced by the amount of the corresponding portion of the Other SEC Unconditional Payment that is attributable to the first 12 months of the Other SEC Contract (this amount attributable to the first 12 months and each amount attributable to a subsequent 12-month period, or lesser period if the last period of the Other SEC Contract is less than 12 months, being individually a **"Contract Year Amount"**).

(c) This process of comparing an Installment and its corresponding Contract Year Amount to reduce the Installment shall be repeated prior to the payment of each Installment. If an Installment and its corresponding Contract Year Amount are equal or the Contract Year Amount is greater than the Installment, Association shall never owe or pay Coach that Installment. If an Installment is greater than its corresponding Contract Year Amount, the Installment will be reduced by the Contract Year Amount so that the difference is paid to the Coach as, and in full satisfaction of, that Installment. Also, if any Contract Year Amount is greater than its corresponding Installment, the Association will accrue a credit for the difference (**"Credit"**). If any Installment is greater than its corresponding Contract Year Amount, the Association will accrue a deficit for the difference (**"Deficit"**).

(d) Further adjustment will be made to the extent applicable, prior to the Association's payment of each Installment, as part of the comparison of Installment to corresponding Contract Year Amount. All previously accrued Credits at the time a Contract Year Amount is being applied to an Installment to reduce it shall be added to and be deemed a part of that Contract Year Amount (so that the Contract Year Amount is increased). In addition, if a Credit would result when a particular Contract Year Amount is applied to reduce a particular Installment, the Credit (along with any additional accrued Credits) will be used to reduce or eliminate all then-accrued Deficits, which will be done by the Coach

paying the Credits to Association up to the amount of the accrued Deficits. An Installment shall not be payable until Athletic Director receives Coach's accounting of Credits and Deficits.

(e) The parties agree to act in good faith, cooperate reasonably with one another and to provide information and documentation to one another as reasonably needed to implement this clause 17D(2) as intended.