

RESTATED HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is between The University of Texas at Austin (the "University") and Charlie R. Strong ("Coach") (collectively, the "Parties"). This Agreement terminates and replaces the January 24, 2014 Assignment and Assumption of Second Restated Employment Contract between the parties relating to the employment of Coach by the University (ATTACHMENT A). This Agreement is referred to in section 8 of such Assignment and Assumption Agreement as the "New Agreement" that Coach agrees to enter into and execute with the University.

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The Parties have entered into this Agreement because the University desires to employ Coach as the Head Football Coach for the period provided and Coach desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Coach's decision to enter into this Agreement and the University's desire to run a stable intercollegiate Football Program (the "Program"). The Parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Coach recognizes the importance of the maintenance and observance of the principles of institutional control over the Program. Coach agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement.

2. DEFINITIONS

As used in this Agreement (including within these paragraphs) the following terms shall have these meanings:

"NCAA" shall mean the National Collegiate Athletic Association.

"Big 12" shall mean the Big 12 Conference.

"Governing Athletics Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the Big 12, or by the University or the Men's Athletics Director in the conduct and administration of Intercollegiate Athletics for Men.

"University Rules" shall mean the *Rules and Regulations* of the Board of Regents of The University of Texas System, the rules and policies of The University of Texas System, and the rules and policies of The University of Texas at Austin.

3. TERM OF EMPLOYMENT

The term of this Agreement shall begin on January 24, 2014, and shall terminate on January 23, 2019 (the "Term"), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. Coach agrees that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

4. COACH'S DUTIES AND RESPONSIBILITIES

A. **Recognition of Duties.** Subject to the other provisions of this Agreement, Coach shall devote his full time, skill, and attention to the performance of his duties as the Head Football Coach at the University. He will report directly to and act and perform to the reasonable satisfaction of the Men's Athletics Director, who will determine Coach's duties and responsibilities.

B. **General Duties and Responsibilities.** In his position as Head Football Coach at the University, Coach is responsible for the duties normally associated with a Division I football program including: prospect evaluation, recruiting, training, coaching, competing successfully, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Athletics Rules and University Rules, personnel supervision and evaluation, budgetary control, scheduling assistance, promotions, public relations, football camps, development activities, and the overall effective performance of the Program's student-athletes and coaching staff. Coach is responsible for conducting his duties and managing the Program within the annual budgets established for the Program by the Men's Athletics Director and the University.

C. **Specific Duties and Responsibilities.** In addition to the general duties and responsibilities set out above, the duties and responsibilities assigned to the Coach in connection with the Program are set forth below. Coach's job duties and responsibilities may be reviewed and revised from time to time by the Men's Athletics Director, provided such duties are reasonable and consistent with duties typical of an intercollegiate head football coach who coaches at an NCAA Division I program. The list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

(1) Coach will be responsible for customary coaching decisions including, without limitation, the systems and strategies used on the field (both in practice and actual game play), conduct of practice and training, selection of team members, position assignment of players, and all other matters relating to the preparation, practice for, and playing of games.

(2) Coach will comply with the academic policies established by the University and the NCAA. Coach shall maintain an environment in which the pursuit of

higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates.

(3) Coach will work to integrate the student-athletes and team into the whole spectrum of academic life so as to complement the University and its mission.

(4) Coach will oversee all aspects of prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other communications, and any travel-related activities of prospective student-athletes and the Program's coaching staff.

(5) Coach agrees to cooperate in the scheduling of games for the Program and agrees that the authority for and final decisions on such scheduling are with the Men's Athletics Director, in consideration of the overall needs of University Athletics.

(6) Coach shall maintain and enforce conduct (both on and off the field) and disciplinary rules and sanctions, fairly and uniformly for all student-athletes in the Program so as to ensure academic and moral integrity while encouraging excellence.

(7) Coach has authority and responsibility to make decisions as to the hiring, continued employment, job titles, compensation, and discharge of assistant coaches and all other personnel employed exclusively for the Program. All such decisions will be subject to the prior approval of the Men's Athletics Director and in accordance with University policies and procedures.

(8) Coach agrees to conduct annual performance evaluations for all assistant coaches and other employees who report to Coach to ensure that such assistant coaches and other employees meet performance expectations and comply at all times with all Governing Athletics Rules and University Rules.

(9) The employees referred to directly above in numbers (7)-(8) will report directly to and be supervised by Coach.

(10) Coach shall cooperate fully with the University in promoting the Program, the Longhorn Foundation, all other fundraising, outreach, and related activities of the University as directed by the Men's Athletics Director. This includes, but is not limited to: (a) attendance and participation at meetings, events, and media outlets of the University, the Longhorn Network, and other University-affiliated organizations; (b) endorsement of products and performance of promotional services; and (c) personal appearances, in each case as directed by the Men's Athletics Director.

(11) For the period that Coach is the Head Football Coach at the University, Coach will be required to assist in the production of and to appear on any radio or television show that features the Program, including, but not limited to, any weekly radio and television shows, as directed by the Men's Athletics Director.

(12) Coach will continue to work with the University and use his best efforts to continue raising funds necessary to adequately fund the Program. Coach shall allow his name, likeness, and biographical sketch to be used by the University for fundraising and for any other reasonable purpose that supports the Program or the University.

(13) Coach will be required to perform such services in connection with football camps as may be assigned by the Men's Athletics Director. Coach may not participate in football camps that are not run by the University.

(14) Coach recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by senior administrators.

(15) The University enters into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for the University's intercollegiate athletics departments and/or the Program. In accordance with the terms of such agreements, Coach will participate in promotional activities and endorse those Products that are provided for use in the Program. Coach, the assistant coaches, student-athletes, and other personnel of the Program will be required to use the Products in practice, games, and at public appearances in accordance with the terms of any such agreements.

(16) Coach also shall perform such other duties and responsibilities that are consistent with his position as may be assigned from time-to-time by the Men's Athletics Director.

D. NCAA and Other Governing Athletics Rules and University Rules.

(1) Coach agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletics Rules and University Rules. In the performance of all his duties and obligations under this Agreement, Coach will abide by and comply with all Governing Athletics Rules and University Rules and all decisions issued by the University. Violations of any Governing Athletics Rules or University Rules by Coach will be sufficient cause for disciplinary action.

(2) It shall be the responsibility of Coach to promote an atmosphere of compliance within the Program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Coach. In this regard, Coach shall take special notice of NCAA Bylaw 11.1.1.1, Head Coach Control (and any amendments made to that Bylaw during the Term of this Agreement.) If, at any time during the Term of this Agreement, Coach knows, or has reasonable cause to believe, that he or any student-athlete or coach of any University Athletics program, any student, faculty member, other employee, or agent of the University, or any outside individual, has violated, or allowed or caused to be violated, any Governing Athletics Rules or University Rules, or if Coach receives notice or

information that the NCAA or the Big 12 intends to investigate or to review any alleged violations of Governing Athletics Rules or University Rules, or if Coach receives notice or information that any law is alleged to have been violated by any student-athlete or coach of any University Athletics program, including himself, he must immediately report such information, knowledge, or belief to the Men's Athletics Director and to the Athletics compliance staff as appropriate. If such information, knowledge, or belief includes allegations that the Men's Athletics Director was complicit in the alleged violation, Coach must immediately report such information, knowledge, or belief to the University President.

(3) If Coach is found to be in violation of Governing Athletics Rules, whether while employed by the University or during prior employment at another NCAA member institution, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Coach may be terminated as provided in Section 7.A of this Agreement.

5. OTHER EMPLOYMENT

During the Term of this Agreement, Coach shall either: (a) not engage in any other employment, act in a consulting or independent contractor capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the University; or (b) be permitted to engage in outside employment only after receiving the prior written approval of the Men's Athletics Director and the President of the University in accordance with University policies on outside employment and commitment. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Coach shall make a written annual report through the Men's Athletics Director to the President of the University specifying the amount of all income and benefits from approved sources outside the University. Except when Coach is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletics equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Coach may not be identified as the Head Football Coach at the University (1) for purposes related to any employment, consulting, or athletically related activities of Coach, other than for the University, or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service. Coach also shall comply with all University required reporting and/or approval of any other outside commitments and potential conflicts of interest.

The Parties agree that, should another coaching opportunity be presented to Coach during the Term of this Agreement, Coach must notify the Men's Athletics Director of such opportunity or interest and permission must be given to Coach by the Men's Athletics Director before any discussions can be held by Coach or his representative with the anticipated coaching position principals. Such permission shall not be withheld unreasonably.

6. COMPENSATION AND BENEFITS

A. Base Salary.

(1) Effective January 24, 2014, the annual Base Salary for duties performed by Coach under this Agreement shall be \$5,000,000 payable in 12 monthly installments (or as modified by start and/or ending dates within a month). The Base Salary will be reviewed at least annually. On January 24, 2015, the Base Salary shall be increased by \$100,000 and it shall be increased by \$100,000 on each January 24 thereafter through January 24, 2018. The Base Salary also may be adjusted otherwise as required by the legislature or as deemed appropriate by the University.

(2) Coach also will receive all other regular employment benefits provided by the University to similarly-situated administrative and professional non-tenured employees of the University, and such benefits may be modified or terminated from time to time as may be required by legislative action.

B. Fringe Benefits. For the period that Coach serves as the University's Head Football Coach, he also will be entitled to the compensation and benefits found in this Section 6.B. Each of these benefits is subject to the University Rules and Governing Athletic Rules.

(1) Automobiles. For the period that Coach is Head Football Coach, the University will obtain two (2) courtesy automobiles from a local dealership for Coach's use in accordance with University rules. Coach may elect annually to receive a payment of \$7,500 in lieu of use of one of the automobiles. Coach will comply with all University Rules and Governing Athletics Rules relating to the use of the automobiles or the automobile allowance. Coach will report the business and personal use of the automobile(s) according to fiscal procedures of the University. The personal use of such automobiles will be valued according to the guidelines of the Internal Revenue Service and reported as income to Coach.

(2) Club Memberships. For the period that Coach is Head Football Coach, the University will provide memberships in the University of Texas Club, the UT Golf Club, and the Headliners Club. The University will pay all monthly dues and either pay directly or reimburse Coach for official business use.

(3) Spousal Travel. It is understood by the parties that while Coach is serving as the Head Football Coach, his spouse will be called upon to travel and/or attend various functions on behalf of the University. When engaged in such activities and subject to any limitations or conditions placed by state and federal laws or University Rules, the spouse of Coach will be entitled to University direct payment or reimbursement for travel and other reasonable and necessary expenses incurred while engaging in such official activities, provided that such activities are at the direction of and have the prior approval of the Men's Athletics Director.

(4) Use of Airplane. For the period that Coach is Head Football Coach, the University will provide to Coach, for use at his discretion, twenty (20) hours per year of flight time that has been donated to the University.

C. Performance Incentives. Coach shall be entitled to receive additional (non-guaranteed) compensation from the University as follows:

Athletics Performance

(a) \$100,000 in any contract year in which the team wins the Big 12 championship.

(b) \$25,000 in any contract year in which the team appears in a Bowl Game other than the six (6) Major Bowls (see d below); and

(c) an additional \$25,000 in any contract year in which the team wins such Bowl Game.

(d) \$50,000 in any contract year in which the team appears in one of the six (6) Major Bowls (Rose, Orange, Cotton, Sugar, Peach, and Fiesta); and,

(e) an additional \$50,000 in any contract year the team wins such Major Bowl.

(f) \$100,000 in any contract year in which the team appears in the College Football Playoff Championship Game; and,

(g) an additional \$250,000 in any contract year in which the team wins the College Football Playoff Championship Game.

(h) 3% of that year's Base Salary in any contract year in which the team achieves Top 5 ranking in the Final Poll; or,

(i) 2% of that year's Base Salary in any contract year in which the team achieves Top 10 ranking in the Final Poll.

(j) \$100,000 for any contract year for which Coach is named National Coach of the Year award; and,

(k) \$50,000 for any contract year for which Coach is named to another national coaching award other than National Coach of the Year.

Academic Performance

At the beginning of each academic year, a committee appointed by the Chair of the Men's Athletics Council and the Men's Athletics Director, shall set specific academic

goals for the team, subject to approval by the University President. These goals will be based on the team grade point average and the annual team APR (Academic Progress Rate). A performance incentive for that year of not less than \$20,000 or more than \$150,000, based on the recommendation of the committee, will be paid to Coach if the academic goals are achieved.

For the first year of Coach's employment agreement, the performance incentives are:

Team GPA – One Payment for Highest Achievement (Non-Cumulative)

GPA 2.90	\$25,000
GPA 3.0	\$50,000
GPA 3.1	\$75,000

And

Football Team Annual APR in the top 10 th percentile	\$75,000
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The committee may adjust the academic goals and/or performance incentive payments annually beginning with the 2015 - 2016 academic year.

The Athletics performance incentive payments will be made in February following the football season. The Academic performance incentives will be paid thirty (30) days after the academic records for the year are reviewed.

D. Deductions from Compensation. Payments to Coach by the University pursuant to the terms of this Agreement shall be subject to all deductions required by state and federal law or regulation. The University will make such other deductions permitted by law and authorized in writing by Coach.

7. SUSPENSION AND TERMINATION

A. Suspension or Termination by the University for Cause. The University shall have the right and option to either suspend Coach for a period of time with or without pay or to terminate Coach's employment and this Agreement for cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment or provide any other consideration hereunder shall cease as of the date of termination. In no case shall the University be liable to Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income, or consequential damages suffered by Coach as a result of the University's termination of his employment. In addition to its normally understood meaning in employment contracts, the term "cause" shall include, without limitation, any of the following:

- (1) Failure or refusal by Coach to perform any of the obligations, duties, or responsibilities outlined in Section 4 or any refusal or unwillingness to perform any of

such obligations, duties, or responsibilities in good faith and to the best of Coach's abilities; or

(2) A serious or major violation or a pattern of violations, whether intentional or negligent, by Coach of any Governing Athletics Rules or University Rules, which violation may, in the sole judgment and discretion of the President and the Men's Athletics Director, reflect adversely upon the University or the Program; or

(3) A serious or major violation or a pattern of violations of any Governing Athletics Rules or University Rules, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under Coach's direct or indirect supervision and direction, including student-athletes in the Program, which violation was known (or reasonably should have been known) by Coach in the course of his normal duties, and which may, in the sole judgment and discretion of the President and Men's Athletics Director, reflect adversely upon the University or the Program; or

(4) Failure by Coach to report immediately to the Men's Athletics Director and Athletics compliance staff, as appropriate, any alleged violations of the Governing Athletics Rules or University Rules by Coach or by members of Coach's coaching staff, student-athletes, or other persons under Coach's direct or indirect control or authority that become known to Coach; or

(5) Failure or refusal to provide information or documents in response to any reasonable requests or inquiries by the NCAA, the Big 12, or any other governing body concerning or related to the supervision of the Program, or directing or otherwise instructing any coach, student-athlete, or any other individual to fail or to refuse to provide such information or documents; or

(6) Any fraud or dishonesty by Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering, or otherwise fraudulently preparing any document(s) or record(s) of, or required by The University of Texas System, the University, the NCAA, or the Big 12 pertaining to the Program, recruits, or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the Program; or

(7) Any conduct, including acts or omissions, that misleads the University or the Men's Athletics Director about any matters related to the Program, including matters related to the Coach, any assistant coaches, other staff members, or any student-athletes; or

(8) Any prolonged absence from the performance of Coach's obligations, duties, and responsibilities under this Agreement without prior consent of the Men's Athletics Director; or

(9) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletics contest; or

(10) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances, steroids, or other chemicals in a manner which is prohibited by the University Rules or Governing Athletics Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids, or other chemicals by any student-athlete in a manner which is prohibited by the University Rules or Governing Athletics Rules, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical educational and/or testing program(s); or

(11) Any conduct (a) that the University administration reasonably determines is unbecoming to a head coach, or which reasonably brings into question the integrity of the Coach, or that would render Coach unfit to serve in the position of Head Football Coach; or (b) resulting in a criminal charge being brought against Coach involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or

(12) Team GPA, APR, or GSR causes the Program to be ineligible for a bowl game and Coach has repeatedly exhibited, in the opinion of the Men's Athletics Director, grossly negligent failure to create and support an atmosphere of academic success and accountability; or

(13) Any other cause adequate to sustain the termination of any regular administrative and professional employee of the University.

The University shall have no obligation to use progressive discipline regarding Coach's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline.

In the event that the cause for termination is one or more significant or repetitive material violations of Governing Athletics Rules and upon an (non-binding) arbitrator's finding, Coach shall pay the University's actual damages, up to \$100,000.

B. Termination by the University without Cause. The University shall have the right to terminate Coach's employment and this Agreement without any reason and without cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated without cause: (1) all obligations of the University to Coach pursuant to this Agreement shall cease as of the date of any such termination, (2) Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, etc.), (3) the University will pay to Coach, in lieu of any and all other legal remedies or equitable relief available to Coach, liquidated damages equal to 100% of the Base Salary that Coach is receiving at the date of such termination for the duration of the Payout

Period, which begins on the date of such termination and ends on January 23, 2019. Such liquidated damages shall be paid on a monthly basis through the Payout Period.

Coach acknowledges that he will minimize the payments due to him under Section 7.B and agrees to make every reasonable effort to obtain other employment as long as the University has the obligation to make payments under Section 7.B. If Coach obtains new employment during the Payout Period, the University's financial obligations under Section 7.B shall be reduced by taking an offset in the amount of 50% of the total compensation received by Coach in his new position. Coach shall immediately, upon acceptance of other employment, notify the Men's Athletics Director in writing of such employment and the total compensation to be paid to Coach for the employment. In addition, Coach agrees to provide the University with a copy of his W-2 form(s) for each calendar year as long as the University has the obligation to make payments under Section 7.B.

If the University ends this Agreement without cause prior to the termination date stated in Section 3 above, in accordance with the provisions of Section 7.B hereof, the University in no case shall be liable for Coach's loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships, or from any other sources that may result from the University's termination of this Agreement without cause.

C. Termination of Employment by Coach. The Parties agree that Coach has special, exceptional, and unique knowledge, skill, and ability as a football coach which, in addition to the continuing acquisition of coaching experience at the University, as well as the University's special need for continuity in its football program, render Coach's services unique. Coach further recognizes that his promise to work for the University for the entire Term of this Agreement is an essential consideration in the University's decision to employ him as Head Coach of the Program. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Coach with the University prior to the expiration of this Agreement and coach at another intercollegiate football program. Accordingly, Coach agrees that in the event he resigns or otherwise terminates his employment under this Agreement prior to the expiration of the initial Term of this Agreement and accepts a coaching position at another intercollegiate football program or a coaching position with a professional football program, he shall pay to the University as liquidated damages, and not as a penalty, the following:

The dollar amount equal to the total compensation that the University will be obligated to pay any football assistant coaches, on Coach's staff at the time that he terminates this Agreement but not retained on the new head coach's football staff, who remain employed by the University sixty (60) days after the Coach terminates this Agreement.

Payment of said liquidated damages will be in a single lump sum amount with payment to be made within seventy-five (75) days of Coach ceasing to be the Head Coach. If Coach terminates

his employment under this Agreement prior to its expiration in accordance with Section 7.C, his compensation and benefits, to the extent not already vested, shall cease upon the termination date.

D. Waiver of Claims. The financial consequences of termination of this Agreement or suspension hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither Coach nor the University shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including, without limitation, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speeches, camps, or other outside activity, or exception income, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or Coach of information or documents required by law. Coach acknowledges that in the event of termination of this Agreement, Coach shall have no right to occupy the position of Head Football Coach and that his sole remedies are provided herein and shall not extend to injunctive relief.

E. Termination for Disability/Death. If Coach dies or becomes permanently disabled to the extent that, in the judgment of the Men's Athletics Director, Coach cannot satisfactorily perform the duties of Head Football Coach, this Agreement shall terminate and all obligations of the University to compensate Coach pursuant to this Agreement shall cease as of the date of such death or disability. The University shall be obligated to compensate Coach or Coach's estate in accordance with this Agreement for services performed prior to the termination date and Coach or Coach's estate shall be entitled to those benefits, if any, that are payable under any University sponsored group employee insurance or benefit plan in which Coach is or was enrolled.

8. MISCELLANEOUS

A. Merger and Amendment. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties.

B. Unenforceability of Provisions. The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.

C. Governing Law. This Agreement shall be construed, enforced, and governed by and in accordance with the laws of the State of Texas. The University and Coach agree that

venue for any dispute arising from or related to employment shall be in Travis County, Texas. This provision does not prevent the University from removing to federal court any action brought in state court, and Coach hereby consents to, and waives any objections to such removal.

D. Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

E. Mutual Understanding. Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.

F. Confidentiality; University Records. All materials or articles of information, including, without limitation, financial records, personnel records, recruiting records, team information, films, statistics and any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's or Coach's direction or supervision, are and shall remain the sole and confidential property of the University. Within ten (10) days of the expiration of this Agreement or its earlier termination with or without cause by either party, Coach shall immediately cause any such materials in his possession or control to be returned and delivered to the University and he shall not be entitled to retain any copies thereof. At the same time, Coach shall return all credit cards, keys, equipment, or other items issued to him by the University.

G. Counterparts. This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement.

H. Disclosure. The parties acknowledge and agree that the University is required to comply with the Texas Public Information Act.

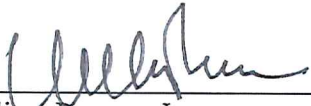
I. Review. This Agreement is subject to review and approval by the Executive Vice Chancellor for Academic Affairs, the Chancellor, and the Board of Regents of The University of Texas System. This Agreement includes terms of appointment approved by the Board of Regents of The University of Texas System at its meeting on January 13, 2014. Such term sheet is ATTACHMENT B to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement as of the last date written below.

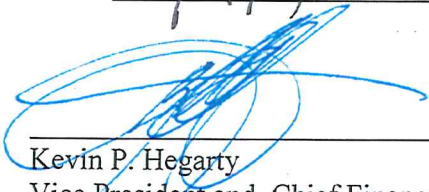
UNIVERSITY:

THE UNIVERSITY OF TEXAS AT AUSTIN




William Powers, Jr.
President

Date: 2/19/14



Kevin P. Hegarty
Vice President and Chief Financial Officer

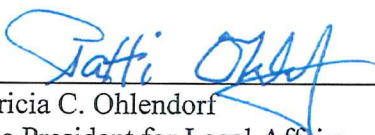
Date: 2/18/14



Stephen Patterson
Men's Athletics Director

Date: 2/12/14

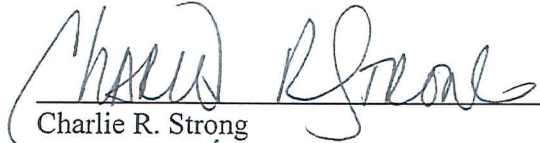
APPROVED AS TO LEGAL FORM:



Patricia C. Ohlendorf
Vice President for Legal Affairs

Date: 2/14/2014

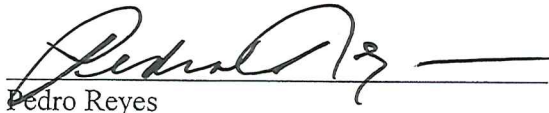
COACH:



Charlie R. Strong

Date: 2/14/14

APPROVED FOR THE UNIVERSITY OF
TEXAS SYSTEM:

A handwritten signature in black ink, appearing to read "Pedro Reyes", is written over a horizontal line.

Pedro Reyes
Executive Vice Chancellor for
Academic Affairs

Date: 2/20/14

**ASSIGNMENT AND ASSUMPTION OF
SECOND RESTATED EMPLOYMENT CONTRACT**

This Assignment and Assumption of Employment Agreement (this "Assignment" or this "Agreement") is effective as of January __, 2014 ("Effective Date") and is by and among the University of Louisville Athletic Association, Inc. ("Assignor"), the University of Texas at Austin ("Assignee") and Charlie R. Strong ("Employee").

WHEREAS, Assignor entered into that certain Second Restated Employment Contract with the Employee dated as of January 1, 2013 ("Employment Contract"), setting forth the terms and conditions of Assignor's employment of Employee and Employee's agreement to perform the duties and responsibilities set forth in the Employment Contract; and

WHEREAS, the Employment Contract is for a term continuing through December 31, 2020; and

WHEREAS, Assignee wishes to assume all of Assignor's rights, obligations and liabilities under the Employment Contract ("Transferred Interest") from Assignor, in exchange for certain consideration; and

WHEREAS, Assignor has agreed to assign the Transferred Interest to Assignee on the terms and conditions provided herein; and

WHEREAS, the Employment Contract contains no prohibition or other restriction on assignment; and

WHEREAS, Employee nevertheless has agreed to the assignment of the Transferred Interest to Assignee, on the terms and conditions provided herein; and

WHEREAS, the parties to this Agreement fully intend that, upon execution and delivery of this Agreement, all rights and obligations that Assignor has under the Employment Contract are fully extinguished; and

WHEREAS, the parties to this Agreement fully intend that upon execution and delivery of this Agreement, all obligations that Assignor may have to Employee under the Employment Contract are fully and forever extinguished.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions hereof, as of the Effective Date herein referenced, Assignor hereby assigns, conveys and transfers the Transferred Interest to Assignee, and Assignee hereby assumes the Transferred Interest from Assignor.

2. Employee acknowledges and agrees that Assignor has no further obligation, monetary or otherwise, to Employee pursuant to the Employment Contract.

3. Employee represents that he has returned all property of Assignor or the University of Louisville in his possession, including but not limited to his University issued cell phone, laptop computer and automobiles.

4. General Release.

(a) As a material inducement to Assignor to enter into this Agreement and excepting only those claims, if any, which cannot be waived as a matter of law, Employee on his own behalf and on behalf of his heirs, executors, agents and assigns unconditionally releases, acquits and forever discharges Assignor and each of Assignor's trustees, officers, predecessors, successors, assigns, agents, employees, representatives, attorneys, divisions, branches, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (collectively for purposes of this Paragraph 4, the "Assignor Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, KRS Chapters 336 through 344 inclusive, KRS Chapter 207, KRS Chapter 61, KRS 45A, the Americans with Disabilities Act, the Age Discrimination in Employment Act, any and all claims for defamation or other personal injury, and any and all claims for breach of contract or violation of procedural due process under federal, state or local statutory or common law, as well as any and all claims under federal, state, local regulations or policies of the Assignor Parties.

(b) For the purpose of implementing a full and complete release and discharge of the Assignor Parties, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitations, all claims which Employee does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims, including, but not limited to, any and all matters related to or arising out of his employment with Assignor through the date of his execution of this Agreement.

(c) This release of claims shall not apply to claims first arising after the date of Employee's execution of this Agreement.

(d) This release of claims includes all complaints, causes of action and claims based on or seeking to challenge any conduct, event, action or decision that took place prior to Employee's signing of this Agreement. Employee agrees and understands that the effect of this Agreement is that all such complaints, causes of action and claims are forever waived, released and discharged as against the Assignor Parties.

(e) The parties intend and agree that the release of claims set forth in this paragraph shall be broadly construed to the fullest extent permitted by law.

5. Employee represents that at the time of his execution of this Agreement, he has not filed any pending complaints or charges against the Assignor Parties with the NCAA, the Kentucky Commission on Human Rights, the Louisville Jefferson County Metro Human Relations Commission, the Equal Employment Opportunity Commission or with any other government agency or court. Consistent with the general release set forth above, and to the fullest extent permitted by law, Employee also agrees that he will not in the future file or initiate any claims with respect to the matters encompassed within said release and if another individual or agency pursues such claims on his behalf, he will not accept money damages or individual relief arising therefrom.

6. Employee understands and certifies that:

(a) He has carefully read and fully understands all the provisions and effects of this Agreement;

(b) He has been advised in writing to consult with an attorney of his choosing regarding this Agreement and he has done so;

(c) He has been advised that he has up to 21 days to consider this Agreement before signing it, provided, however, that he may choose to sign the Agreement before the 21-day period expires, but not earlier than twenty-four hours after it was presented to him;

(d) He is aware that within seven (7) calendar days after signing this Agreement, he may revoke this Agreement; and

(e) He is voluntarily entering into this Agreement, and that neither the Assignor Parties nor its trustees, officers, agents, employees or attorneys have made any representations concerning the terms, conditions or effects of this Agreement other than those contained herein.

7. Employee understands that, within seven (7) calendar days after signing this Agreement, he has the right to revoke this Agreement. To be effective, such revocation must be in writing and delivered to counsel for Assignor, Craig C. Dilger, Stoll Keenon Ogden PLLC, 2000 PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202-2828 on or before the seventh (7th) day.

8. Subject to the terms and conditions hereof, as of the Effective Date, Employee hereby approves the assignment and transfer by Assignor to Assignee of the Transferred Interest, and agrees to execute the Employment Agreement dated as of the Effective Date between Employee and Assignee (the "New Agreement").

9. Assignee will pay Assignor \$4,375,000.00 (the "Consideration") as a condition to Assignor's assigning and transferring the Transferred Interest to Assignee. The Consideration

will be paid by wire transfer to Assignor on the business day next following the Effective Date pursuant to wire instructions provided in writing by Assignor to Assignee.

10. Upon execution of this Assignment by all the parties hereto and the payment by Assignee of the Consideration, this Assignment shall be effective as of the Effective Date.
11. This Agreement constitutes the sole and entire understanding between the parties and fully supersedes any and all prior agreements or understandings between the parties with respect to the matters set forth herein.
12. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors and assigns.
13. Pursuant to Paragraph 11 of the Employment Contract, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in Jefferson County, Kentucky shall have exclusive jurisdiction to hear any dispute under this Agreement.
14. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or in violation of law, the remaining provisions shall remain in full force and effect, provided however, that if the general release set forth herein is determined to be unenforceable, the Assignor Parties shall be relieved of all obligations set forth herein and shall be entitled to any such other relief as may be authorized by law.
15. The parties agree to perform any additional acts and submit and/or sign any additional documents reasonably necessary to effectuate the terms of this Agreement.
16. This Agreement may be executed in counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Agreement, even though all of the parties may not have executed the same counterpart. It is further agreed by the parties that a signature transmitted electronically or by facsimile shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.

IN WITNESS WHEREOF, and intending to be legally bound, the parties duly execute this Agreement to be effective as of the Effective Date.

ASSIGNOR:

University of Louisville Athletic Association, Inc.

By: 

Name: Tom Jurich

Title: Vice-President for Athletics

ASSIGNEE:

University of Texas at Austin

By: 

Name: William C. Powers, Jr.

Title: President

EMPLOYEE:

By: 

Charlie R. Strong

Approved for the University of Texas System:

By: 

Name: Pedro Reyes

Title: Executive Vice Chancellor for Academic Affairs

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THE UNIVERSITY OF TEXAS AT AUSTIN
Football Head Coach Term Sheet
Proposed Terms for Presentation to and Discussion with UT System Board of Regents
January 13, 2014

Contract Provision	Terms	
Effective Date	January 15, 2014	
Expiration Date	5-season term ending January 14, 2019	
Duties	Basic coaching duties as well as participation in UT media, Longhorn Network, camps, donor relations, appearances, athletic apparel arrangements, etc.	
Annual Guaranteed Compensation	\$5,000,000 per year paid in twelve monthly installments	
Increases to Guaranteed Compensation	Effective Jan.15, 2015 the guaranteed compensation shall be increased by \$100,000 and \$100,000 annually thereafter.	
Assumption of contract from University of Louisville	UT will accept assignment of Coach's current employment agreement from Louisville and pay Louisville an assignment fee of \$4,375,000 to acquire the opportunity to hire Coach at UT. (UT and Coach will amend and restate employment agreement in accordance with UT terms.)	
Performance Incentive: Academic Performance Component	<u>One payment for highest achievement (Non-Cumulative):</u> <div style="display: flex; justify-content: space-between;"> <div>GPA 2.90</div> <div>\$25,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>GPA 3.0</div> <div>\$50,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>GPA 3.1</div> <div>\$75,000</div> </div> <u>and</u> <div style="display: flex; justify-content: space-between;"> <div>Football team APR in the top 10th percentile</div> <div>\$75,000</div> </div>	

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Performance Incentive: Athletic Performance Component	<p><u>Conference Performance:</u></p> <table border="1" data-bbox="600 321 1432 389"> <tr> <td>Wins the Big-12 Championship</td><td>\$100,000</td></tr> </table> <p><u>Post Season Performance:</u> (6 Major Bowls include the Rose, Orange, Cotton, Sugar, Peach, Fiesta)</p> <table border="1" data-bbox="600 539 1432 951"> <tr> <td>Appearance in a Bowl Game other than the 6 Major Bowls</td><td>\$25,000</td></tr> <tr> <td><u>and</u> Wins a Bowl Game other than one of the 6 Major Bowls</td><td>\$25,000</td></tr> <tr> <td>Appearance in one of the 6 Major Bowls</td><td>\$50,000</td></tr> <tr> <td><u>and</u> Wins one of the 6 Major Bowls</td><td>\$50,000</td></tr> <tr> <td>Appearance in the College Football Championship Game</td><td>\$100,000</td></tr> <tr> <td><u>and</u> Wins the College Football Championship Game</td><td>\$250,000</td></tr> </table> <p><u>Coach of the Year Awards:</u></p> <table border="1" data-bbox="600 1062 1327 1133"> <tr> <td>Any other than National COY award</td><td>\$50,000</td></tr> <tr> <td>National Coach of the Year award</td><td>\$100,000</td></tr> </table> <p><u>Additional Incentive Payments:</u> Top 5 Ranking in Final Poll - 3% of that year's Annual Salary Top 10 Ranking in Final Poll - 2% of that year's Annual Salary</p>	Wins the Big-12 Championship	\$100,000	Appearance in a Bowl Game other than the 6 Major Bowls	\$25,000	<u>and</u> Wins a Bowl Game other than one of the 6 Major Bowls	\$25,000	Appearance in one of the 6 Major Bowls	\$50,000	<u>and</u> Wins one of the 6 Major Bowls	\$50,000	Appearance in the College Football Championship Game	\$100,000	<u>and</u> Wins the College Football Championship Game	\$250,000	Any other than National COY award	\$50,000	National Coach of the Year award	\$100,000
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Outside Employment	Only with athletic director's prior approval and in accordance with regular UT outside employment policies; all camp, media, athletic apparel, and other similar opportunities and																		

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	income are reserved for UT.	
Termination by UT for Cause	Standard UT employment agreement provisions as well as possible analysis for cause if team GPA, APR or GSR causes bowl game ineligibility and Head Coach has repeatedly exhibited grossly negligent failure to create and support an atmosphere of academic success and accountability. In the event the cause for termination is one or more significant or repetitive material violations of NCAA or Conference Rules, upon an arbitrator's finding, Coach shall pay UT's actual damages up to \$100,000. (UT only can agree to non-binding arbitration.)	
Termination by UT Without Cause – UT Buyout	UT pays Coach liquidated damages equal to 100% of Annual Salary in each year remaining over term of the contract. Coach has duty to mitigate - 50% offset for compensation received from other employment.	
Termination by Coach – Coach Buyout	Coach to pay UT as liquidated damages an amount equal to the total compensation that UT will be obligated to pay any assistant coaches on Coach's staff who remain employed by UT 60 days after the Coach terminates his employment agreement.	
Basic Fringe Benefits	All employee-related benefits, including disability insurance, normally available to other UT Administrative and Professional employees hired during the 2013 – 2014 fiscal year.	
Complimentary Season Tickets Football Other Men's Sports Women's Sports	For Coach's personal use: One suite and 6 Season tickets. 4 Season Tickets. 4 Season Tickets.	
Club Memberships	UT Golf Club, UT Club, and Headliners Club – UT will pay monthly dues and reimburse for business use; no initiation fees apply	
Use of Airplane	UT shall make up to 20 hours of flight time available to Coach; flight time will be donated to UT	
Use of Vehicles	Use of two courtesy cars from a local dealership although Coach may elect annually to	

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	receive a car allowance of \$7,500 in lieu of one of the courtesy cars.	
Camps	All camps must be UT camps - rights and revenues held by the UT. Coach shall participate in UT camps as part of regular duties.	
Other		
Moving Expenses	Reimbursement for reasonable moving expenses	
Spouse Travel	Provided for spouse's attendance at athletic events, development and official entertainment and other business activities.	

Approval Recommended: _____

Stephen W. Patterson
Men's Athletic Director

William Powers, Jr.
President