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**UNIVERSITY OF VIRGINIA
AMENDED AND RESTATED HEAD FOOTBALL
COACH EMPLOYMENT AGREEMENT**

THIS AMENDED AND RESTATED HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT ("Agreement") effective December 8, 2011 is made by and between the Rector and Visitors of the University of Virginia (the "University") and Mike London ("Coach").

WHEREAS, the University employs the Coach as the Head Football Coach of the University's intercollegiate men's football program (the "Football Program") pursuant to the Employment Agreement, effective as of December 8, 2009, between the University and the Coach (the "Employment Agreement"); and

WHEREAS, in view of the quality, reputation and potential of the Football Program, the professional stewardship and responsible leadership provided and to be provided by the Coach, the highly competitive nature of the market for head football coaches, as well as the changes in such market since the University and the Coach entered into the Employment Agreement, and to ensure the continuity and the academic and athletic success of the Football Program, the University and the Coach wish to amend and restate the Employment Agreement to set forth the terms and conditions on which the University will continue to employ the Coach as the Head Football Coach.

WHEREFORE, in consideration of the mutual covenants and conditions contained herein, the University and the Coach agree as follows:

1. **Employment.** The University hereby employs the Coach, and the Coach hereby accepts employment from the University, as the Head Football Coach for the period designated in Paragraph 2, on the terms and subject to the conditions set forth in this Agreement. The Coach's position is classified as University Managerial and Professional Staff, and applicable policies and procedures may be found in the University Staff Employee Handbook or on the University Human Resources' homepage at <http://www.hrs.virginia.edu/policies.html>. In the event of a conflict between said policies and procedures and this Agreement, the terms of this Agreement shall control. University policies and procedures may change from time to time, and it is the Coach's responsibility to be aware of such changes.
2. **Term.** The term of this Agreement and the employment of the Coach, as the Head Football Coach shall continue from the execution of this Agreement ending December 7, 2016, unless terminated earlier as provided herein. There is no expectation of continued employment beyond what is expressly provided in this Agreement; however, nothing in this Agreement prohibits the Coach and the University from negotiating further extensions of the term of this Agreement, and both parties agree to attempt to negotiate the terms of a new Employment Agreement prior to the start of the 2014 Football Season. It is understood and

agreed that any extension or new agreement shall be in writing and signed by the Coach, the President of the University ("the President") or her designee, and the Director of Athletics ("the Director").

3. Duties and Responsibilities.

3.1 General Obligations. The Coach is responsible for competent coaching, leadership, recruiting, supervision and promotion of the Football Program. As a leading University representative and public ambassador, the Coach shall provide the stewardship and public example that will build and maintain a publicly respected and competitive, quality program, both athletically and academically. He shall perform properly and competently, and consonant with the high standards of the University, all duties and responsibilities reasonably expected of a head coach of an intercollegiate Football Program, including supervision of assistant coaches and staff, oversight of the Football Program budget and its fiscal functions in accordance with University policies, counseling and oversight of the general well-being of student-athletes, specifically their behavior on and off the field, promoting as a priority successful academic progress and graduation of the student-athletes, and such other duties and responsibilities as may be requested or assigned by the Director. The Coach shall use best efforts and require the same from his assistants to ensure that all applicable academic policies and disciplinary standards of the University governing students of the University (including its Honor System) are known and observed by the student-athletes while also monitoring and supporting their academic progress as a priority. The Coach shall perform his duties and responsibilities under the supervision of, and shall report to, the Director.

3.2 Compliance with Rules.

1. The Coach shall familiarize himself with, and shall comply with, National Collegiate Athletic Association ("NCAA"), Atlantic Coast Conference ("ACC"), University and its Department of Athletics' ("Department's") rules, regulations, policies and directives applicable to the Football Program or to his duties and responsibilities under this Agreement, including, but not limited to, rules, regulations, policies or directives relating to academics, personnel, travel, recruiting and budget. The Coach shall provide effective leadership and supervision of his assistant coaches, student-athletes and other persons under his administrative responsibility and require their familiarity and compliance with the foregoing rules, regulations, policies and directives. The Coach shall immediately report to the Director and to the Assistant Director for Compliance any suspected or alleged violation and shall assist in and fully cooperate with any investigation.
2. University policies governing Department of Athletics' programs, operations, and employment are incorporated by reference into this Agreement; provided, that in the event of conflict between any

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such policy and this Agreement, the terms of this Agreement shall control.

- 3.3 Fundraising and Development. At such times, events and locations as the University, acting through its Director, may reasonably require, the Coach agrees to help with and participate in fundraising, development and external relations activities including Virginia Athletic Foundation activities.
- 3.4 Radio, Television and other Media Events and Related Obligations. The Coach shall participate in radio and television appearances and other media events sponsored by or for the University which have been approved by the Director (including, but not limited to, pre- and postgame interviews and commentary, call-in radio shows, weekly televised coach's shows, and any special broadcast related to playoff or championship games). The Coach shall comport himself at all times in a professional and courteous manner and not bring discredit upon himself or the University. In addition, the Coach shall require that his assistants and student-athletes be available for and participate in such appearances and media events when not in conflict with academic, practice or competition schedules.
- 3.5 Commercial Contracts and Related Obligations. The University has or intends to contract with commercial vendors for procurement of services and goods in support of the Football Program. The Coach acknowledges that the revenue received by the University will help fund the Coach's compensation described in this Agreement, and his leadership and cooperation with the University in fulfilling the terms of such vendor contracts is expected as a material condition of this Agreement. He shall require and cause his assistant coaches and student-athletes, as permitted by NCAA rules, also to cooperate and comply with the provisions of such vendor contracts, including (1) performance concerning the procurement or endorsement of services, equipment or apparel that may be worn or used at practices, games or public events, and (2) using or wearing any such equipment or apparel.
- 3.6 Scheduling. The Coach shall work in collaboration with the Director (and/or his designee) to develop competitive game schedules designed to reach the NCAA post-season and other program priorities. Scheduling must have final approval of the Director.
- 3.7 Commitment of Time and Effort. The Coach shall devote full time and effort to fulfilling his obligations under this Agreement and to promoting the University's programs for which he is responsible without conflict of duties or conflict of interests. The Coach shall avoid and not undertake any other business, employment or consulting (with or without compensation) without prior written approval of the Director which shall not be unreasonably withheld, provided such activity if approved shall not in any event conflict or interfere with the performance owed the University or bring discredit upon the University and its public image.

3.8 Performance Review. The Coach's performance and fulfillment of this Agreement will be reviewed annually by the Director (or his designee) and discussed with the Coach. Goals, expectations and needed resources, if any, also may be discussed and evaluated. In addition to this review, the Director agrees that he or his designee will meet with Coach in person or via telephone at least once per month. The Coach agrees to arrange for and obtain a medical evaluation of his fitness as requested by the Director at University expense which shall be shared confidentially with the Director and the President or designee.

3.9 Assistant Coaches and Staff. The employment of assistant coaches and other staff reporting to the Coach, and the terms and conditions of their employment agreements, are subject to the advance written approval of the Director and shall be in compliance with applicable University policies. The employment and compensation, except for that related to the Coach's private summer camps, shall be only as set forth in the employment agreement approved by the Director, for any assistant coach or staff. Any employment agreement with an assistant coach or staff shall further provide that the University will have no obligation, notwithstanding any representation to the contrary, to retain and continue to employ such assistant coach or staff beyond the Coach's employment by the University. Should the Coach leave the employment of the University, the University will honor any contracted salary obligation to such assistant coaches and staff for the remainder of the terms of their contracts.

Salary Pool: An annual salary pool of up to \$2,150,000 will be provided each year by the Department to support assistant coach and staff positions, to be allocated by the Coach consistent with University policy and the approval of the Director. The salary pool for assistant coaches and staff shall increase by 5% each year during the term of this Agreement.

4. Compensation.

4.1 Annual Compensation. The Coach shall be entitled to the following annual compensation for his full and faithful performance of this Agreement:

1. *Base Salary.* The University shall pay the Coach an annual base salary as follows:

Year One	\$315,000
Year Two	\$330,750
Year Three	\$362,250
Year Four	\$380,363
Year Five	\$399,300

2. *Supplemental Compensation for Certain Services.* The University shall pay the Coach supplemental compensation as follows:

Year One	\$1,785,000
Year Two	\$1,874,250
Year Three	\$1,967,963
Year Four	\$2,066,361
Year Five	\$2,169,679

The Coach will be entitled to supplemental compensation in consideration for the Coach providing the following services:

- (a) leadership and participation in fundraising and development events and otherwise fulfilling his obligations under Paragraph 3.3;
- (b) leadership and participation in radio, television and other media appearances and events and otherwise fulfilling his obligations under Paragraph 3.4, as well as his good example and efforts in publicly promoting and maintaining the tradition, integrity and reputation of the University and the Football Program;
- (c) helping the University fulfill the University's contracts with commercial firms involving the procurement and endorsement of services, equipment or apparel and otherwise fulfilling his obligations under Paragraph 3.5; and
- (d) leadership and administrative responsibilities identified by the Director.

3. *Forgiveness of Existing University Loan.* As part of the original Employment Agreement with the Coach effective December 8, 2009, the University agreed to fund, as a loan to the Coach, the Coach's buyout obligation to the University of Richmond ("UR") in the principal amount of \$400,000. In addition, the University increased the loan amount to the Coach by \$165,950.23 as part of the first amendment to the Employment Agreement effective December 18, 2009 for a total loan commitment of \$565,950.23. The balance still owed to the University by the Coach under the terms of the original Employment Agreement is \$452,760.18. Upon execution of this Agreement the University will forgive in full the obligation of the Coach to repay the outstanding loan and interest thereon. The Coach shall be responsible for any taxes that may become due as a result of this loan forgiveness.

- 4.2 Benefits. The Coach may participate in the University's retirement, health, disability, life and other employee benefit and leave plans and programs in accordance with and subject to the provisions of such plans or programs as are in effect from time to time. Vacation scheduling must be approved in advance by the Director (or his designee) and arranged by the Coach to ensure his coaching

responsibilities continue to be satisfied during the period of approved leave.

- 4.3 Compensation Payment and Withholding. The Coach's annual base salary shall be paid in accordance with the University's normal payroll policies and schedule. The Coach's supplemental compensation shall be paid in equal quarterly installments. The Coach's compensation shall be subject to withholding for state and federal income and payroll taxes and such other payroll deductions as may from time to time be required by law or agreed to by the Coach.

4.4 Bonuses.

1. The Coach shall receive a longevity bonus of \$750,000 if he is the Head Football Coach at the University of Virginia on January 15, 2015. The Coach will receive the longevity bonus if the University terminates his employment without cause prior to the eligibility date for the longevity bonus.
2. The Coach shall be entitled to bonuses in accordance with this Paragraph 4.4 for each season through post-season which he fully completes and directs and leads as Head Football Coach:
 - (a) Fifteen Thousand Dollars (\$15,000) for each Football Season for which the American Football Coaches Association selects him as the Regional Coach of the Year;
 - (b) Twenty-Five Thousand Dollars (\$25,000) for each Football Season for which the Atlantic Coast Sports Media Association selects him as the Coach of the Year in the Atlantic Coast Conference ("ACC");
 - (c) Twenty-Five Thousand Dollars (\$25,000) for each Football Season for which any of the following select him as the National Coach of the Year: The Associated Press, Walter Camp Football Foundation, Bobby Dodd Coach of the Year Foundation, Maxwell Football Club, *The Sporting News*, American Football Coaches Association, Football Writers Association, Paul "Bear" Bryant National Coach of the Year Award, Home Depot/ESPN, George Munger National Coach of the Year Award, Football News, CBS SportLine.Com, ABC Sports, DC Pigskin National Coach of the Year Award, Touchdown Club of Columbus, Liberty Mutual Coach of the Year, or Schutt Sports Coach of the Year.
 - (d) Fifty Thousand Dollars (\$50,000) for each ACC championship football game in which the Football Team competes and he directs and leads as Head Football Coach;
 - (e) Seventy-Five Thousand Dollars (\$75,000) for each post-season, non-BCS bowl game in which the Football Team competes and he directs and

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leads as Head Football Coach and for which the University receives a payment equal to or more than One Million dollars (\$1,000,000);

- (f) One-Hundred-Fifty-Thousand Dollars (\$150,000) for each post-season BCS bowl game in which the Football Team competes and he directs and leads as Head Football Coach;
- (g) Three Hundred Thousand Dollars (\$300,000) for each BCS national championship bowl game in which the Football Team competes and he directs and leads as Head Football Coach;
- (h) Bonus to be paid for the single highest ranking of the Football Season achieved, if any, by the Football Team in the final football poll of *USA*

Today, ESPN, The Associated Press or Bowl Championship Series (based on the BCS Average) after the end of each Football Season:

<u>Ranking</u>	<u>Amount</u>
1 - 5	\$150,000
6 -10	\$125,000
11-15	\$100,000
16-20	\$ 75,000

- 2. Any bonus payable pursuant to this Paragraph 4.4 shall be paid by the University as soon as administratively practicable after the occurrence of the event triggering the obligation to pay the bonus. The payment of any such bonus for any year shall not adjust the Coach's base or supplemental compensation for the following year.
- 3. Any bonus payable pursuant to this Paragraph 4.4 shall be subject to withholding for taxes and such other payroll deductions as may from time to time be required or agreed to by the Coach.

4.5 Athletic Event Tickets. The University shall provide the Coach with the following tickets:

- 1. Ten (10) season tickets to the University's regular season home football games;
- 2. Eight (8) season tickets to the University's regular season home men's basketball games;
- 3. If the Football Team participates in any ACC championship football game, six (6) tickets to such championship game for use by the Coach and four (4) tickets to, and for use by, each

assistant coach with the Football Program;

4. Six (6) tickets to the ACC post-season men's basketball tournament for personal use by the Coach; and
5. One (1) all-events pass to the University's regular season Olympic sports games and events.

The University also shall provide the Coach during his employment as Head Football Coach, for his use and benefit, and his guests, a football stadium suite designated by the University for viewing regular season home football games at the University. Such usage shall be subject to and in compliance with all applicable rules, regulations, policies and directives governing the suites.

To the extent that any benefits under this Paragraph 4.5 constitute the payment of taxable compensation to the Coach or his assistant coaches, the value of any such benefits shall be treated and reported by the University as imputed income.

- 4.6 Travel Expenses and Automobiles. Subject to the budget for the Football Program, the Coach shall conduct such travel as is necessary to carry out his duties as Head Football Coach, and shall be entitled to reimbursement for travel expenses pursuant to the University's rules and rates. In addition, the Department will arrange for or provide the Coach two (2) late-model courtesy cars, one for his use in connection with his coaching duties and in accordance with applicable University rules and one for his spouse's use. The vehicles shall be operated in compliance with applicable laws and Department policy or guidelines, and the Coach shall be responsible for arranging recommended service including regular oil and filter changes and returning the vehicles in good condition, reasonable wear and tear excepted. The University shall reimburse the Coach for the reasonable cost of insurance on the vehicles, if not otherwise provided by the dealer, and liability and collision insurance coverage shall be maintained by the Coach while the vehicles are in his possession and which shall name the University as co-insured to the extent its interest may appear.
- 4.7 Annual Dues. The University will reimburse the Coach for annual dues (excluding initiation fees) required to maintain the Coach and his immediate family (in the same household) as members of one local athletic or country club of the Coach's choice. The Coach shall be responsible for any personal charges made by himself and/or members of his family and guests.

5. Media Rights. As between the University and the Coach, the University shall have

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exclusive control and ownership of all media rights with respect to or concerning the University and its programs including the Department of Athletics and the Football Program. For purposes of this Agreement, "media rights" shall include images, video, articles, web sites, domain names and all other content in any form, whether now existing or hereafter developed. The Coach agrees the University may use his name, likeness, voice and image to promote the University and its Football Program.

6. Commercial Contracts; Other Employment; Summer Camps.

6.1 Commercial Contracts and Other Employment.

1. The University reserves the exclusive right to contract with commercial firms regarding the procurement or endorsement of goods and services supporting the Football Program including equipment or apparel that may be worn or used by University student-athletes or Department personnel in or at practices, games or public events. Any income derived from such contracts shall be the sole and exclusive property of the University.
2. Except as expressly provided in this Agreement, the Coach may not engage in any business, trade, employment (part-time or otherwise), activity, endorsement, consulting, or broadcasting for a fee without the prior written approval of the Director, which shall not be unreasonably withheld, except in accordance with the terms of Paragraph 3.7, above. As may be required by law or NCAA bylaws, the Coach shall report income from such activities to the Director and the President annually.

- 6.2 Summer Camps. The Coach may operate football summer camps at the University using available University facilities in accordance with University and Department rules, regulations and policies and pursuant to a standard University lease for facility use which shall require, among other things, rent and other charges reimbursing the University for the use of its facilities and services. The proposed scheduling of camps shall be coordinated in advance with the Director (or his designee) to ensure that the scheduled camp activity will not interfere with University plans and operations. Notwithstanding anything as may be to the contrary, the Coach understands and agrees that the summer camp is not an agency or sponsored operation of the University, and the summer camp activity shall not be publicly marketed or represented as such. Any and all marketing literature for the summer camp shall clearly and conspicuously note that the summer camp is neither an agency of, nor sponsored activity of, the University of Virginia. Neither the Coach, nor any other person hired by or acting for the Coach in connection with the summer camp operation, shall have authority to make any representation or promise on behalf of the University or commit the University to any obligation or undertaking. The Coach shall reimburse the University for any damage or repair to University

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facilities caused by or arising out of the summer camp operation. It is understood and agreed that the Coach is not an employee or agent of the University with respect to the operation of a summer camp at the University or elsewhere, and the University has no ownership interest in or responsibility for the summer camp's profit or loss or expenses.

- 6.3 Related Assurances. The Coach acknowledges that he is a leading representative of and public ambassador for the University and its athletic program. Accordingly, the Coach shall ensure that his summer camps and other business or personal conduct during the term of this Agreement will not interfere with any provision of this Agreement, publicly discredit himself or the good name of the University, or violate applicable law including state laws proscribing conflicts of interests.

7.0 Termination

- 7.1 Termination for Cause. The University may at any time upon notice to the Coach terminate his employment and this Agreement for the following reasons:
1. a finding, not a mere allegation, by the NCAA, ACC or the University of a major violation or multiple, repeated or pattern of secondary violations of NCAA or ACC standards or rules governing the University's Football Program;
 2. an assault by the Coach of another person, or other misconduct which a reasonable person would find brings discredit, contempt or ridicule upon the University, its Football Program or the Coach, including but not limited to abuse of players, personnel, students or fans;
 3. engaging in or authorizing dishonest or unethical behavior, or misconduct by the Coach that constitutes an act of dishonesty or immorality such as theft, perjury, fraud, rape, or conduct that would constitute a criminal felony or class 1 misdemeanor, or grounds for termination of University staff;
 4. any act or omission by the Coach which, as a result, causes the University to be in material breach of any endorsement or other agreement with a supplier of goods or services, athletic equipment, apparel or support to the Football Program; or
 5. refusal or failure to competently perform the coaching responsibilities provided for in this Agreement.

Prior to termination, the Coach shall be provided written notice of the justifying cause and reasonable opportunity to discuss the concern with the Director or his designee. In the event of an NCAA finding, the Coach will be suspended with pay of base salary (Paragraph 4.1.1) only pending a final

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determination by the NCAA. In the event of termination for cause as provided in this Paragraph 7.1, all rights and benefits hereunder, including all forms of compensation, shall terminate on the designated termination date. The Coach may appeal and challenge any disciplinary termination pursuant to the University's applicable grievance procedures, and as permitted by applicable law, pursue his available legal remedies in accordance with Paragraph 11. As an alternative to termination, the University may institute lesser disciplinary action for cause after providing the Coach written notice of the underlying cause and reasonable opportunity for him to review it with the Director or his designee.

- 7.2 If the Coach is found to be in violation of NCAA or ACC rules and/or regulations, whether while employed by the University or during prior employment at another NCAA member institution, the Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure, including suspension without pay or termination of employment for significant or repetitive NCAA or ACC violations.
- 7.3 Termination Without Cause. The University may terminate the employment of the Coach and this Agreement at any time for any reason in addition to those stated in Paragraphs 7.1 and 7.2. In the event of termination under this Paragraph 7.3, the University shall be obligated to pay the Coach an amount equal to his then existing base salary (Paragraph 4.1.1) and supplemental compensation (Paragraph 4.1.2) remaining on his five-year contract term or any agreed extension, payable to him over the remaining contract term or extension in accordance with the University's payroll policy. Such payments shall be reduced by earnings or other payments the Coach may subsequently receive, or earn and defer receipt of, from athletically-related employment or consulting. Such employment or consulting includes but is not limited to any head coach or assistant coaching or other athletic position with, or consulting or other services of any kind provided to, any school, college, university, professional or semi-professional athletic team or any athletic conference, organization, league or association, or from any sports-related position or services provided to any sports-related entity, including without limitation any media entity. The Coach agrees to make reasonable ongoing efforts in seeking employment commensurate with his experience, in good faith, and to immediately notify the University of his employment and the compensation such employment provides.
1. Except for the payment described in the preceding paragraph, and any accrued but unpaid compensation as of the employment termination date, the University shall not be obligated to make any further payment of any kind to the Coach.
 2. No payment shall be payable following the Coach's death or during a period of any incarceration or other condition precluding the Coach from actively seeking to mitigate as above provided.

3. Any payment described in this Paragraph 7.3 shall be subject to withholding for taxes and such other payroll deductions as may from time to time be required by law or agreed to by the Coach.

7.4 Resignation by the Coach. The Coach agrees that he shall not engage in discussions or negotiations with any other prospective employer during the term of this contract or any agreed extension without the prior written approval of the Director. Approval by the Director for the Coach to discuss employment with a prospective employer shall not be interpreted as approval for the Coach to resign and terminate his University employment or otherwise release the Coach from his obligations to the University.

Notwithstanding anything that might be to the contrary in this Agreement or otherwise, the parties agree that if the Coach resigns or terminates his employment with the University prior to the end of the agreed term for any reason and no matter the cause (other than for medical disability documented to the University's satisfaction demonstrating that the Coach is and likely will be unable to substantially perform Head Coach duties for the balance of the term of this Agreement), without the prior written approval and release of the Director, the terms of this Paragraph 7.4 shall be triggered and apply. The Coach agrees that in any event he shall provide at least ninety (90) days advance written notice of his resignation or termination prior to official commencement of the regular Football Season in any given year, which notice shall be delivered to the Director and the President of the University. For purposes of this Agreement, "Football Season" is the University's collegiate football season, commencing on the first day of fall training camp for the Football Team and terminating at the end of the last game played by the Football Team immediately prior to the first day of the next spring practice for the Football Team.

Whether or not the Coach gives the above 90 days advance notice of resignation, if the Coach, without the Director's written approval and release, accepts or assumes any position (including without limitation employment or consulting as an independent contractor or otherwise with an educational institution of any kind, or with any supporting foundation, or with any other entity including an athletic association or alumni organization, or with the National Football League or any professional athletic team, or any other league in any sport, or with any internet, radio or television broadcast media) during the remaining term of this Agreement as provided in Paragraph 2 of this Agreement, the Coach shall pay the University without offset or deduction the sum of Two Million Dollars (\$2,000,000). The parties agree that such payment constitutes a fair and honest reimbursement to the University for expenses, damages, losses and investment associated with the Coach's decision to resign prior to completing the five-year term of this Agreement and shall obviate legal remedies otherwise between the parties. Such amount shall be due and owing within thirty (30) days following the last day of the Coach's employment. Should the Coach fail or refuse to make such payment, the parties agree that the University shall be entitled to interest on the unpaid amount at the rate of 6% per annum simple interest, and the University

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also shall be reimbursed by the Coach its reasonable expenses of collection including attorneys' fees, court costs, and other related disbursements. In the event of an extension of the term of this Agreement, the amount the Coach will owe for his resignation during such extension will be agreed upon by the parties at the time the extension is negotiated. If the University and the Coach do not reach a mutually agreeable extension of this Agreement or enter into a new agreement prior to the commencement of the 2014 Football Season, then the Coach will not be required to make the payment set forth in this paragraph 7.4 if he resigns or terminates his employment with the University after the commencement of the 2014 Football Season.

- 7.5 **Death and Disability.** In the event the Coach dies while employed by the University under this Agreement, the employment of the Coach and this Agreement shall terminate as of the date of his death. The University shall pay the estate of the Coach his accrued but unpaid compensation and benefits as of the date of his death, and the University shall not have any further obligation to the Coach or his estate. Similarly, if the Coach becomes disabled and unable to fulfill all the duties and obligations of this Agreement to the satisfaction of the University for thirty (30) days or more, the University shall have no further obligation to the Coach after payment of his accrued but unpaid compensation. The payment of any disability benefits under any program or insurance policy in which the Coach enrolls is subject to the terms and conditions thereof.
8. **Criminal Background and Professional Check.** Employment of the Coach is subject to the University's (or its agent's) criminal background and professional check of the Coach and its approval thereof, and the Coach hereby agrees to cooperate with the University as needed in conducting such review. Should the University discover criminal convictions, or NCAA or conference investigations or violations with respect to his prior employment, which the Coach did not previously disclose to the Director in writing prior to his employment by the University, the University may, in its sole discretion, terminate or suspend the Coach's employment for cause in accordance with Paragraph 7.1, and/or institute corrective discipline as may be required by NCAA policy with respect to any NCAA violations for which the Coach is found responsible.
9. **Limitation of Remedies.** Neither the University nor the Coach shall be liable to the other for any collateral, indirect, incidental, or consequential damages of any kind, including damages for lost collateral business or profits or consultant or endorsement opportunities, in the event of a breach of this Agreement, except as explicitly authorized by and provided in this Agreement.
10. **Assignment.** Neither this Agreement as a whole nor any of its individual provisions is assignable by either party.
11. **Applicable Law.** This Agreement shall be governed by and construed in

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accordance with the laws of the Commonwealth of Virginia and without regard to its choice of law rules. The parties agree that any lawsuit or judicial action arising out of or based on this Agreement, or involving the University's employment of the Coach, shall be exclusively and only filed and adjudicated in the Circuit Court for the County of Albemarle, Virginia.

12. **Merger of Documents.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the University and the Coach with respect to the subject matter contained in this Agreement.
13. **Modifications.** This Agreement shall not be amended orally, but only by a written instrument executed by the Coach and an authorized University representative.
14. **Access to Agreement.** The parties hereby acknowledge that Virginia's Freedom of Information Act requires, upon request, the University's disclosure of this Agreement "to citizens of the Commonwealth of Virginia, representatives of newspapers and magazines with circulation in the Commonwealth, and representatives of radio and television stations broadcasting in or into the Commonwealth".
15. **Notice.** All notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time the same is hand-delivered to the person or in the case of the Coach mailed by registered or certified mail to his home or office address on record with the University, and in case of the Director or President mailed by registered or certified mail as follows:

To the Director: University of Virginia
 Attention: Director of Athletics
 McCue Center, P.O. Box 400846
 Charlottesville, VA 22904-4846


To the President: University of Virginia
 Attention: University President
 Madison Hall, P.O. Box 400224
 Charlottesville, VA 22904-4224


To the Coach: Mike London
 723 Retriever Run
 Charlottesville, VA 22903

Either party wishing to change the address to which any notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall give advance written notice of such change to the other party.

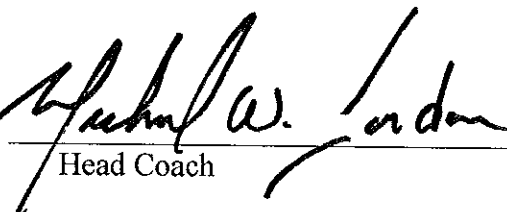
IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this Agreement as of the dates next to their signatures below.

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

By:  Date: 12.12.11
University President

By:  Date: 12-9-11
Director of Athletics

HEAD FOOTBALL COACH

By:  Date: 12/9/11
Head Coach

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**AMENDMENT 1 TO THE
UNIVERSITY OF VIRGINIA
AMENDED AND RESTATED
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT**

THIS AMENDMENT 1 ("Amendment 1") TO THE UNIVERSITY OF VIRGINIA AMENDED AND RESTATED HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT ("Agreement") which was effective on December 8, 2011 is made by and between the Rector and Visitors of the University of Virginia (the "University") and Michael W. London (the "Coach"). In accordance with the provision in the Agreement for "Modifications" (Paragraph 13), the University and the Coach hereby agree to modify the Agreement only as follows:

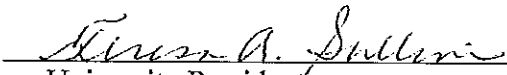
Paragraph 4.1(2) of the Agreement ("Supplemental Compensation for Certain Services") shall be amended only as follows:

Year Two \$1,842,450
Year Three \$1,936,163

The remaining terms of Paragraph 4.1(2) and the remaining terms of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this Amendment 1 to the Agreement as of the dates next to their signatures below.

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

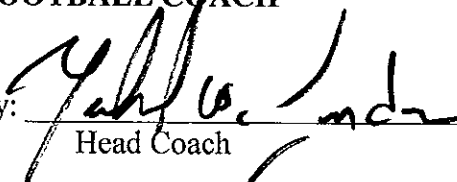
By: 
University President

Date: 1/22/13

By: 
Director of Athletics

Date: 1-18-13

HEAD FOOTBALL COACH

By: 
Head Coach

Date: 1/18/13