

STATE OF NORTH CAROLINA
COUNTY OF PITT

**FIRST AMENDMENT OF HEAD FOOTBALL COACH EMPLOYMENT
AGREEMENT**

This FIRST AMENDMENT OF HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT is made and entered into on this the 31st day of May, 2013, by and between **East Carolina University**, an institution of higher education and an agency of the State of North Carolina, hereinafter referred to as the UNIVERSITY, and **Ruffin H. McNeill, Jr.**, hereinafter referred to as COACH.

WITNESSETH:

WHEREAS, on the 26th day of February, 2010, the UNIVERSITY and the COACH entered into an employment contract, hereinafter referred to as the CONTRACT; and

WHEREAS, the UNIVERSITY and the COACH have agreed to amend the CONTRACT to extend the term of COACH's appointment and adjust his compensation;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties mutually agree to amend the CONTRACT as follows:

I. It is agreed that Part III, Subpart B of the CONTRACT is deleted in its entirety and replaced with the following:

B. The term of this Contract shall begin on February 26, 2010, and shall terminate on June 30, 2018.

II. It is agreed that Part IV, Subpart A of the CONTRACT is deleted in its entirety and replaced with the following:

A. For services rendered by the COACH as Head Football Coach under this Contract, the UNIVERSITY shall pay to the COACH an annual base salary, which shall be payable in equal semi-monthly installments, as follows:

- i. From February 15, 2010 through June 30, 2013, the base salary shall be \$200,000 on an annual basis;
- ii. From July 1, 2013 through the period remaining in the term of the Contract, the base salary shall be \$400,000 on an annual basis.

III. It is agreed that Part IV, Subpart F of the CONTRACT is deleted in its entirety and replaced with the following:

- F. For the duration of this Contract, UNIVERSITY will pay the COACH the greater of either a certain amount multiplied by the number of full UNIVERSITY football season tickets sold prior to the date of the first home game of the regular season of the UNIVERSITY's varsity football team (the "Football Team") or a flat minimum total amount stated for each season, as follows:

For the Fall 2010 season, either an amount equal to \$10.00 per season ticket or a flat minimum total payment of \$200,000.00, whichever is greater;

For the Fall 2011 season, either an amount equal to \$11.25 per season ticket or a flat minimum total payment of \$225,000.00, whichever is greater;

For the Fall 2012 season, either an amount equal to \$12.50 per season ticket or a flat minimum total payment of \$250,000.00, whichever is greater;

For the Fall 2013 season, either an amount equal to \$13.75 per season ticket or a flat minimum total payment of \$275,000.00, whichever is greater;

For the Fall 2014 season, either an amount equal to \$15.00 per season ticket or a flat minimum total payment of \$300,000.00, whichever is greater;

For the Fall 2015 season, either an amount equal to \$16.25 per season ticket or a flat minimum total payment of \$325,000.00, whichever is greater;

For the Fall 2016 season, either an amount equal to \$17.50 per season ticket or a flat minimum total payment of \$350,000.00, whichever is greater; and

For the Fall 2017 season, either an amount equal to \$18.75 per season ticket or a flat minimum total payment of \$375,000.00, whichever is greater.

The phrase "full UNIVERSITY football season tickets" refers only to those season tickets that include every home football game of the Football Team's regular season. The UNIVERSITY shall satisfy this obligation by making semi-monthly payments to the Coach equal to 1/24 of the flat minimum total payment due for the next upcoming season beginning on October 1 of the prior year and shall pay the remainder due to COACH for said season, if any, within thirty (30) days following the first home game of the Football Team in said season. For the Fall 2010 season, the semi-monthly payments shall begin on March 15, 2010 and the parties acknowledge that the final payment correlated to the sale of full UNIVERSITY football season tickets for the Fall 2010 season shall be an amount no less than the difference between \$200,000.00 and the total of all the semi-monthly payments made pursuant to this Part IV(F) up to the date of the Football Team's first home game of said season. The excess amount so determined for the Fall 2010 season shall be paid within thirty (30) days following the first home game of the Football Team in 2010. Any compensation due to the COACH pursuant to this Part IV(F) shall be considered by the

UNIVERSITY to be compensation to the COACH in the year in which the payment is made to COACH.

IV. It is agreed that Part IV, Subpart G of the CONTRACT is deleted in its entirety and replaced with the following:

- G. For the duration of the Contract, UNIVERSITY will pay the COACH the greater of either an amount equal to a certain percentage of Annual Fund Dollars collected by East Carolina University Educational Foundation, Inc. (hereinafter, the "Pirate Club") from January 1 to December 31 in each of the calendar years 2010, 2011, 2012, 2013, 2014, 2015, 2016, and 2017, respectively, or a flat minimum total amount, as follows:

For 2010, either 2.0% of Annual Fund Dollars or a flat minimum total payment of \$100,000.00, whichever is greater;

For 2011, either 2.5% of Annual Fund Dollars or a flat minimum total payment of \$125,000.00, whichever is greater;

For 2012, either 3.0% of Annual Fund Dollars or a flat minimum total payment of \$150,000.00, whichever is greater;

For 2013, either 3.5% of Annual Fund Dollars or a flat minimum total amount of \$175,000.00, whichever is greater;

For 2014, either 4.0% of Annual Fund Dollars or a flat minimum total amount of \$200,000.00, whichever is greater;

For 2015, either 4.5% of Annual Fund Dollars or a flat minimum total amount of \$225,000.00, whichever is greater;

For 2016, either 5.0% of Annual Fund Dollars or a flat minimum total amount of \$250,000.00, whichever is greater; and

For 2017, either 5.5% of Annual Fund Dollars or a flat minimum total amount of \$275,000.00, whichever is greater.

The parties agree that "Annual Fund Dollars" refers only to those dollars received by the Pirate Club in the form of unrestricted annual contributions paid to the Pirate Club to join or maintain membership in the Pirate Club. The UNIVERSITY will satisfy this obligation by making semi-monthly payments to the COACH equal to 1/24 of the flat minimum total payment to which COACH is entitled for that year and shall pay the remainder due to COACH for said year, if any, within thirty (30) days following December 31 of the year in which the Pirate Club collected the Annual Fund Dollars. In the event that COACH's

employment is terminated pursuant to Part XIV of the CONTRACT, then COACH will be deemed to have already earned the flat minimum total or applicable percentage of Annual Fund Dollars due during the calendar year of termination, whichever is greater, multiplied by a fraction, the numerator of which is the total number of days during the calendar year accruing through the date of COACH's termination and the denominator of which is 365. For 2010, the semi-monthly payments shall begin on March 15, 2010 and the parties acknowledge that the final payment shall be an amount no less than the difference between \$100,000.00 and the total of all the semi-monthly payments made pursuant to this Part IV(G) through December 31, 2010.

V. It is agreed that Part IV, Subpart H of the CONTRACT is deleted in its entirety and replaced with the following effective July 1, 2013:

H. Subject to contingencies stated herein below, COACH shall be eligible for bonuses related to his support of the academic performance of the Football Team as follows:

1. For the academic year ending May 31, 2013, COACH shall receive a one-time bonus of \$50,000 for successful performance of his obligation to support the academic achievement of student-athletes including, but not limited to, progress towards degrees in defined academic programs by students-athletes in the football program.
2. Beginning July 1, 2013 and for each contract year thereafter, COACH is eligible for a one-time bonus of \$50,000.00 for each twelve-month period ending June 30 in which the Director of Athletics determines, in his sole discretion, that the Football Team has made positive academic progress. Factors to be considered by the Director of Athletics in making this determination include:
 - a. The COACH annually, materially contributes to the academic success of student athletes on the Football Team, including, but not limited to, whether or not as required by policies of the University of North Carolina, COACH fosters educational values and maintains a program of integrity, endeavors to comply with UNIVERSITY's policy in recruiting and retaining qualified student athletes and whether the student athletes under his supervision progress toward degrees in defined academic programs; and whether or not COACH cooperates with the Director of Athletics, the Faculty Athletic Representative, and the Student Development Office to support academic performance of the Football Team including, but not limited to, consideration of measures such as overall Grade Point Average ("GPA") and overall Academic Progress Rate ("APR"); and
 - b. The COACH and his staff use their best efforts to require class attendance by players on the Football Team and to establish and enforce team rules requiring players on the Football Team to participate in tutoring and study halls on a schedule established by the COACH in consultation with the ECU Student Development Office; and

- c. Any other factor deemed relevant by the Director of Athletics in his sole discretion.
3. For each contract year beginning July 1, 2013 (beginning with Academic Year 2013-14), UNIVERSITY and COACH agree that the coaching staff for the Football Program, which may but need not include COACH as determined by the Director of Athletics, shall be eligible collectively to receive a one-time bonus of up to \$30,000.00 for each year (twelve months ending June 30) for which the Director of Athletics determines in his sole discretion that the Football Team has made positive academic progress, considering a set of performance standards and benchmarks and in such amounts (not to exceed, collectively, a total of \$30,000) as the Director of Athletics will establish prior to the first day of class for the fall semester after consultation with COACH. The factors to be considered by the Director of Athletics in making this determination may include but are not limited to, cumulative overall grade point average ("GPA") of the scholarship athletes on UNIVERSITY's Football Team for the academic year, overall Academic Performance Rate as defined by the NCAA ("APR") for the UNIVERSITY's Football Team for the academic year, and overall Graduation Success Rate as defined by the NCAA ("GSR") for the UNIVERSITY's Football Team. COACH agrees that UNIVERSITY may fulfill its responsibilities under this Part IV, Subpart H (3), if UNIVERSITY provides a substantially equivalent bonus opportunity under a separate agreement, set of agreements, or policy making the coaching staff of the Football Program, which may exclude COACH, eligible for bonus payments related to academic performance of the Football Team.

Payment to COACH and, as to payments to persons other than COACH, to members of the coaching staff of the Football Program other than COACH of any and all bonuses under Part IV, Subpart H, shall be contingent upon (i) the availability of non-State appropriated funds for payment of said bonuses; (ii) UNIVERSITY's varsity football program being in compliance with all NCAA, Conference (as defined herein), and ECU policies, regulations, bylaws, and constitutional provisions **relating to academic matters**, including but not limited to achieving all minimum APR standards; and (iii) there being no pending or active NCAA, Conference, or UNIVERSITY investigations of major, serious, or repetitive violations **involving or relating to academic matters** and conduct of which the COACH knew or should have known, and should (and could) have prevented with reasonable diligence. If the Director of Athletics determines the COACH will receive any such bonus provided in this Part IV, Subpart H, then the COACH will be paid within thirty (30) days following the Director of Athletics' determination that the criteria for the bonus is met and the bonus will be treated by the UNIVERSITY as compensation to the COACH in the year that payment for said bonus is made. The Director of Athletics will determine no later than May 31 of each year, beginning May 31, 2014, whether the COACH and, if applicable, the coaching staff, will receive each such bonus. Notwithstanding anything to the contrary that may appear herein, this Part IV, Subpart H of the Contract is enforceable only by

UNIVERSITY and COACH and conveys no right or remedy in any other person, it being the intention of the parties that there be no third party beneficiary under this Part IV, Subpart H. Throughout this Agreement, the term "Conference" shall refer to Conference USA except that in the event UNIVERSITY is no long a member of Conference USA for the sport of football for the relevant period, said terms shall refer to the American Athletic Conference or such other NCAA recognized athletic conference as UNIVERSITY may be a member for the sport of varsity football.

VI. It is agreed that Part IV, Subpart I of the CONTRACT is deleted in its entirety and replaced with the following:

I. 1. For the duration of this Contract, COACH will be eligible to receive performance incentive bonuses as follows for each contract year beginning July 1, 2013:

(a) If the Football Team participates in the Conference Championship Game, the COACH will receive a bonus in the amount of \$50,000.00.

(b) If the Football Team wins the Conference Championship Game, the COACH will receive a bonus in the amount of \$50,000.00, which shall be in addition to the bonus paid for participation in said game.

(c) If the Football Team competes in a post-season bowl game other than a Bowl Championship Series ("BCS") bowl, the COACH will receive \$25,000.00.

(d) If the Football Team wins a post-season bowl game other than the game designated as the Conference championship bowl game and other than a BCS bowl, the COACH will receive \$25,000.00 in addition to the bonus paid for participation in said game and/or winning any prior game.

(e) If the Football Team wins a bowl game designated as the Conference championship bowl game, the COACH will receive \$50,000.00, which shall be in addition to the money received for participating in said game and/or winning the Conference Championship Game.

(f) If the Football Team participates in a game designated as a Bowl Championship Series ("BCS") bowl, the COACH will receive \$100,000.00.

(g) If the Football Team wins a game designated as a BCS bowl, the COACH will receive \$100,000.00, which shall be in addition to the bonus paid for participation in said game.

2. To the extent allowed and consistent with applicable policies and law, UNIVERSITY commits to make a good faith effort to establish bonus opportunities under a separate agreement, set of agreements, or policy making the coaching staff of

the Football Program, excluding COACH, eligible for bonus payments related to championships and post-season performance of the Football Team considering a set of performance standards and benchmarks and in such amounts as the Director of Athletics may determine after consultation with COACH. Notwithstanding anything to the contrary that may appear herein, this Part VI, Subpart I is enforceable only by UNIVERSITY and COACH and conveys no right or remedy in any other person, it being the intention of the parties that there be no third party beneficiary under this Part VI, Subpart I.

Payment to COACH and, as to payments to persons other than COACH, to members of the coaching staff of the Football Program other than COACH of any and all bonuses under Part IV, Subpart I, shall be contingent upon (i) the availability of non-State appropriated funds for payment of said bonuses; (ii) UNIVERSITY's varsity football program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions; and (iii) there being no pending or active NCAA, Conference, or UNIVERSITY investigations of major, serious, or repetitive violations and conduct of which the COACH knew or should have known, and should (and could) have prevented with reasonable diligence. Each incentive bonus to which the COACH is entitled under this Part I shall be paid within thirty (30) days following the championship game or bowl game that correlates with his eligibility for that incentive bonus. In the event that the BCS ceases to exist in its current form, then UNIVERSITY commits to engage in good faith negotiations with COACH for the purpose of amending the CONTRACT to provide COACH with similar incentive bonus opportunities under any such new college playoff or other similar structure which replaces the BCS.

- VII. It is agreed that Part V of the CONTRACT is deleted in its entirety and replaced with the following:

V. COACH'S TELEVISION, RADIO AND INTERNET PROGRAMS

For the duration of the Contract, beginning one business week prior to the date of the first football game of a new football season in which ECU's Football Team is scheduled to participate and ending one business week after the last football game of the season in which the ECU Football Team participates, the UNIVERSITY and the COACH will produce and market weekly thirty-minute football COACH'S television programs and weekly one-hour COACH'S radio programs and COACH'S Internet programs (collectively, all of the television, radio, and Internet programs are referred to as the "Broadcast Programs"). The UNIVERSITY will be responsible for payment of expenses incurred in marketing and producing the Broadcast Programs and COACH and UNIVERSITY will mutually define the role of the COACH in the Broadcast Programs. As consideration for his cooperative participation in the production and marketing of the Broadcast Programs, the UNIVERSITY will pay the COACH the annual amount stated below, which amount will

accrue as owing and be distributed to him through equal semi-monthly installments from September 1 to December 31 of the contract year in which Broadcast Programs are produced, as follows:

September 1, 2010 to December 31, 2010, a total of \$250,000.00;

September 1, 2011 to December 31, 2011, a total of \$300,000.00;

September 1, 2012 to December 31, 2012, a total of \$350,000.00;

September 1, 2013 to December 31, 2013, a total of \$300,000.00;

September 1, 2014 to December 31, 2014, a total of \$350,000.00;

September 1, 2015 to December 31, 2015, a total of \$400,000.00;

September 1, 2016 to December 31, 2016, a total of \$450,000.00; and

September 1, 2017 to December 31, 2017, a total of \$500,000.00.

The COACH shall have no ownership interest in the Broadcast Programs or any part thereof and shall be entitled to no consideration for his participation in the Broadcast Programs other than the amounts and under the conditions listed in this Part V. Compensation pursuant to this Part V of the Contract shall be subject to Part IV (J), herein above, of this Contract. The Broadcast Programs, whether in whole or any part thereof, and all copies thereof, shall be and remain the sole property of the UNIVERSITY, which may use the Broadcast Programs, and any parts thereof, as UNIVERSITY determines appropriate in its sole discretion and without further consent or participation of the COACH, including broadcasting and transmission thereof as often and whenever UNIVERSITY desires. Notwithstanding the foregoing provisions of this Part V, the UNIVERSITY may, in its sole discretion, reduce the frequency of or eliminate entirely production and/or marketing of any or all of the Broadcast Programs at any time and, in such event, the UNIVERSITY's sole obligation to the COACH shall be payment of the compensation that the COACH would have earned under this Part V had production and marketing continued and had the COACH participated cooperatively with the UNIVERSITY in said production and marketing; provided, however, UNIVERSITY's obligation to pay COACH any compensation under this Part V shall terminate immediately in the event that COACH is no longer employed by the UNIVERSITY as and with the duties of Head Football Coach.

VIII. It is agreed that Part XXVII of the CONTRACT is deleted in its entirety and replaced with the following:

XXVII. AMENDMENTS

The UNIVERSITY and the COACH hereby agree to the full and complete performance of the mutual covenants contained herein and that this Contract constitutes the sole, full and complete contract by and between the parties as to the position of Head Football Coach, and no amendments, changes, additions, deletions, or modifications to or of this Contract shall be valid unless reduced to writing, signed by the parties and approved by the Board of Trustees of UNIVERSITY. Notwithstanding the foregoing, if UNIVERSITY becomes a member of an athletic conference other than Conference USA during the term of this CONTRACT, which is contemplated for the 2014-15 fiscal year, UNIVERSITY commits to engage in good faith negotiations with COACH with the goal of increasing the compensation of the coaching staff of the UNIVERSITY's football program, including but not limited to COACH, to a minimum amount that is greater than the median compensation of equivalent staff in the new conference, to the extent accurate information about said median compensation is available to the satisfaction of both parties, provided that to the extent required by applicable UNC or UNIVERSITY policy any such compensation shall be subject to approval of the Board of Trustees of UNIVERSITY. Notwithstanding anything to the contrary that may appear herein, this Part XXVII is enforceable only by UNIVERSITY and COACH and conveys no right or remedy in any other person, it being the intention of the parties that there be no third party beneficiary under this Part XXVII.

IX. All references to Conference USA in the CONTRACT are amended to refer to Conference USA or, in the event UNIVERSITY is no long a member of Conference USA for the sport of football at the relevant time, the American Athletic Conference or such other NCAA recognized athletic conference as UNIVERSITY may become a member for the sport of varsity football.

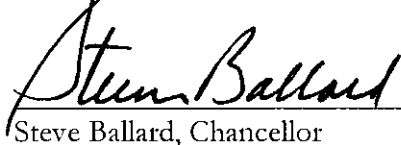
X. Except as amended herein, the CONTRACT, shall continue in full force and effect unchanged. The parties agree that this FIRST AMENDMENT OF HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT may be executed in multiple duplicate counterparts, which constitute only one agreement.

XI. The parties agree that, upon execution, this FIRST AMENDMENT OF HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT is a Public Record as defined in Chapter 132 of the North Carolina General Statutes and is subject to disclosure pursuant to North Carolina's Public Records Law.

IN TESTIMONY WHEREOF, the signatures of the parties are affixed hereto on the dates indicated below to be effective May 31, 2013.

EAST CAROLINA UNIVERSITY

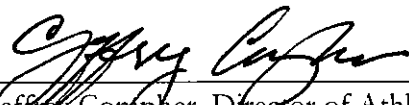
By:


Steve Ballard, Chancellor

5-31-13

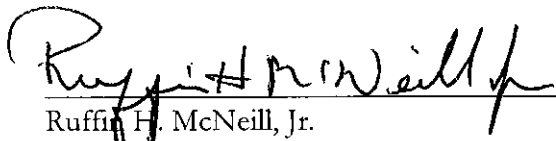
Date signed

APPROVED AS TO FORM AND CONTENT:

By: 
C. Jeffrey Compher, Director of Athletics

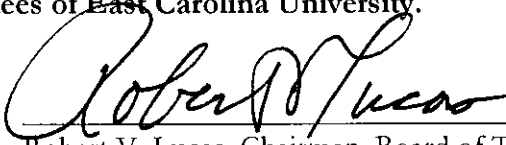
5/31/13
Date signed

HEAD FOOTBALL COACH

By: 
Ruffin H. McNeill, Jr.


6/3/13
Date signed

As required under UNC Policy Manual Section 1100.3, all terms and conditions of the foregoing agreement have been approved as of the 30th day of May, 2013, by the Board of Trustees of East Carolina University.

By: 
Robert V. Lucas, Chairman, Board of Trustees

6/4/13
Date signed

Attested to:

By: 
C. Steve Duncan, Assistant Secretary to
the Board of Trustees

6-4-13
Date signed

NORTH CAROLINA
COUNTY OF PITT

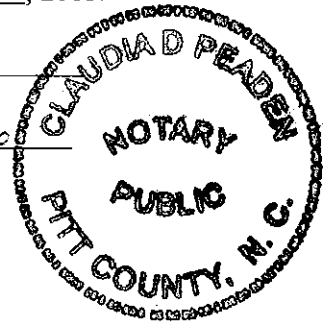
I, Claudia D. Peaden, a Notary Public in and for the aforesaid County and State, do hereby certify that Steve Ballard personally appeared before me this day and acknowledged that he is the **Chancellor of East Carolina University**, and that by authority duly given and as the act of the UNIVERSITY the foregoing instrument was signed.

WITNESS my hand and official seal, this the 31st day of May, 2013.

Claudia D. Peaden

Notary Public

My Commission Expires: 4-22-16



NORTH CAROLINA
COUNTY OF PITT

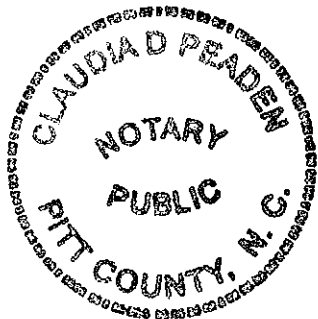
I, Claudia D. Peaden, a Notary Public in and for the aforesaid County and State, do hereby certify that **Ruffin H. McNeill, Jr.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 3rd day of June, 2013.

Claudia D. Peaden

Notary Public

My Commission Expires: 4-22-16



**STATE OF NORTH CAROLINA
COUNTY OF PITT**

HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

This HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT (hereinafter, this "Contract") made and entered into this the 26th day of February, 2010, by and between **East Carolina University**, an institution of higher education and an agency of the State of North Carolina, hereinafter referred to as the UNIVERSITY, and **Ruffin H. McNeill, Jr.**, hereinafter referred to as COACH. The Chancellor of the UNIVERSITY has executed this Contract on behalf of the UNIVERSITY and shall represent the UNIVERSITY in all matters referred to in this Contract.

WITNESSETH:

WHEREAS, the UNIVERSITY desires to compete in intercollegiate athletics with outstanding athletic programs in the National Collegiate Athletic Association (hereinafter sometimes "NCAA"); and

WHEREAS, the COACH is experienced as a coach in the field of athletics and desires to perform duties as Head Football Coach;

WHEREAS, the parties previously agreed to the terms contained in a document captioned "ECU Head Football Coach Memorandum of Understanding" dated January 21, 2010 (hereinafter, the "MOU"), for purposes of memorializing the basic material terms of employment for COACH, but with the express intent to negotiate additional details regarding his employment to be integrated with the terms of the MOU into one head coaching agreement, which is the purpose of this Contract;

WHEREAS, the parties intend for the terms of the parties' agreement as contained in the MOU to be replaced in their entirety by the terms and conditions of this Contract;

WHEREAS, the parties acknowledge that, although this Contract is sports-related, the primary mission of the UNIVERSITY is education and, accordingly, the primary purpose of all of the UNIVERSITY's legal arrangements, including this Contract, is the furtherance of the UNIVERSITY's educational mission.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties mutually agree as follows:

I. APPLICABLE LAWS

This Contract is entered in the County of Pitt, State of North Carolina, and is governed and construed in accordance with the laws of North Carolina except that each party to the Contract will be viewed as an equal participant and there will be no presumption against the drafting party.

II. ENTIRE AGREEMENT

The UNIVERSITY and the COACH agree that this Contract is the sole and complete contract between the parties. Any and all prior contracts and agreements, oral or written, between the parties, including without limitation the MOU dated January 21, 2010, are hereby terminated and voided.

III. TERM OF AGREEMENT

- A. The UNIVERSITY hereby employs the COACH as Head Football Coach and the COACH hereby accepts such employment.
- B. The term of this Contract shall begin on January 21, 2010, and shall terminate on January 31, 2015.

IV. SALARY AND BENEFITS

- A. For services rendered by the COACH as Head Football Coach under this Contract, the UNIVERSITY shall pay to the COACH an annual base salary of \$200,000.00, which shall be payable in equal semi-monthly installments, beginning February 15, 2010 and continuing through the term of this Contract.
- B. The position of Head Football Coach is classified as an EPA Non-Faculty position at UNIVERSITY. As an EPA Non-Faculty Employee, COACH shall be entitled to receive all employee-related benefits that are normally available to other twelve-month EPA Non-Faculty Employees. COACH's employment is subject to the East Carolina University "Policy for Employees Exempt from the State Personnel Act" as adopted by the Board of Trustees and as revised from time to time (the "Policy"). A copy of the current Policy is attached hereto and incorporated herein by reference. COACH acknowledges that benefits or classifications provided by UNIVERSITY are subject to change from time to time by the North Carolina General Assembly, the University of North Carolina, or UNIVERSITY.
- C. The UNIVERSITY will reimburse the COACH for all expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Contract, subject to approval of the Director of Athletics or his designee. Such reimbursement shall be made in accordance with standard procedures of the UNIVERSITY upon presentation to the UNIVERSITY of vouchers or other statements itemizing such expenses in reasonable detail and as approved by the Director of Athletics or his designee.
- D. The UNIVERSITY will provide a vehicle on a loan basis for the COACH to use while performing his duties under this Contract. The UNIVERSITY further agrees to provide appropriate liability and comprehensive automobile insurance to cover the COACH in the use and operation of said vehicle while the COACH is performing his duties under this Contract.

- E. The COACH shall be entitled to a family membership at a local athletic club and at a local country club.
- F. For the duration of this Contract, UNIVERSITY will pay the COACH the greater of either a certain amount multiplied by the number of full UNIVERSITY football season tickets sold prior to the date of the first home game of the football team's regular season or a flat minimum total amount stated for each season, as follows:

For the Fall 2010 season, either an amount equal to \$10.00 per season ticket or a flat minimum total payment of \$200,000.00, whichever is greater;

For the Fall 2011 season, either an amount equal to \$11.25 per season ticket or a flat minimum total payment of \$225,000.00, whichever is greater;

For the Fall 2012 season, either an amount equal to \$12.50 per season ticket or a flat minimum total payment of \$250,000.00, whichever is greater;

For the Fall 2013 season, either an amount equal to \$13.75 per season ticket or a flat minimum total payment of \$275,000.00, whichever is greater; and

For the Fall 2014 season, either an amount equal to \$15.00 per season ticket or a flat minimum total payment of \$300,000.00, whichever is greater.

The phrase "full UNIVERSITY football season tickets" refers only to those season tickets that include every home football game of the football team's regular season. The University shall satisfy this obligation by making semi-monthly payments to the Coach equal to 1/24 of the flat minimum total payment due for the next upcoming season beginning on October 1 of the prior year and shall pay the remainder due to COACH for said season, if any, within thirty (30) days following the first home game of the football team in said season. For the Fall 2010 season, the semi-monthly payments shall begin on March 15, 2010 and the parties acknowledge that the final payment correlated to the sale of full UNIVERSITY football season tickets for the Fall 2010 season shall be an amount no less than the difference between \$200,000.00 and the total of all the semi-monthly payments made pursuant to this Part IV(F) up to the date of the football team's first home game of said season. The excess amount so determined for the Fall 2010 season shall be paid within thirty (30) days following the first home game of the football team in 2010. Any compensation due to the COACH pursuant to this Part IV(F) shall be considered by the UNIVERSITY to be compensation to the COACH in the year in which the payment is made to COACH.

G. For the duration of the Contract, UNIVERSITY will pay the COACH the greater of either an amount equal to a certain percentage of Annual Fund Dollars collected by East Carolina University Educational Foundation, Inc. (hereinafter, the "Pirate Club") from January 1 to December 31 in each of the calendar years 2010, 2011, 2012, 2013, and 2014, respectively, or a flat minimum total amount, as follows:

For 2010, either 2.0% of Annual Fund Dollars or a flat minimum total payment of \$100,000.00, whichever is greater;

For 2011, either 2.5% of Annual Fund Dollars or a flat minimum total payment of \$125,000.00, whichever is greater;

For 2012, either 3.0% of Annual Fund Dollars or a flat minimum total payment of \$150,000.00, whichever is greater;

For 2013, either 3.5% of Annual Fund Dollars or a flat minimum total amount of \$175,000.00, whichever is greater; and

For 2014, either 4.0% of Annual Fund Dollars or a flat minimum total amount of \$200,000.00, whichever is greater.

The parties agree that "Annual Fund Dollars" refers only to those dollars received by the Pirate Club in the form of unrestricted annual contributions paid to the Pirate Club to join or maintain membership in the Pirate Club. The UNIVERSITY will satisfy this obligation by making semi-monthly payments to the COACH equal to 1/24 of the flat minimum total payment to which COACH is entitled for that year and shall pay the remainder due to COACH for said year, if any, within thirty (30) days following December 31 of the year in which the Pirate Club collected the Annual Fund Dollars. For 2010, the semi-monthly payments shall begin on March 15, 2010 and the parties acknowledge that the final payment shall be an amount no less than the difference between \$100,000.00 and the total of all the semi-monthly payments made pursuant to this Part IV(G) through December 31, 2010.

H. For the duration of the Contract, the COACH is eligible for a one-time bonus of \$50,000.00 for each contract year (twelve months ending January 31) in which the Director of Athletics determines, in his sole discretion, that the football team has made positive academic progress. Factors to be considered by the Director of Athletics in making this determination include:

1. Whether or not the COACH annually materially contributes to the improvement of the football team's overall Grade Point Average (GPA) and Academic Progress Rate (APR) and the academic success of student athletes on the football team, including, but not limited to, whether or not the student athletes progress towards degrees in defined academic programs, or whether or not COACH successfully cooperates with the Director of

Athletics, the Faculty Athletic Representative, and the Student Development Office to support improvement of the football team's overall GPA and APR and academic success; and

2. Whether or not the COACH and his staff use their best efforts personally to monitor class attendance of players on the football team and establish and enforce team rules requiring players on the football team to participate in tutoring and study halls on a schedule established by the COACH in consultation with the ECU Student Development Office; and

3. Whether or not the COACH uses his best efforts to ensure that each player on the football team schedules, attends, and actively participates in a weekly meeting with either the COACH or an assigned assistant football coach to discuss the player's previous week's academic performance, including, but not limited to, class attendance, course assignments, grades, academic progress, and the upcoming academic week, and whether or not the COACH provides a written report describing each such meeting to the ECU Student Development Office and to the Director of Athletics; and

4. Any other factor deemed relevant by the Director of Athletics in his sole discretion.

If the Director of Athletics determines the COACH will receive such bonus, then the COACH will be paid within thirty (30) days following the Director of Athletics' determination that the football team has made positive academic progress in that contract year and the bonus will be treated by the UNIVERSITY as compensation to the COACH in the year that payment for said bonus is made to the COACH. The Director of Athletics will determine no later than May 31 of each year, beginning May 31, 2010, whether the COACH will receive such a bonus.

I. For the duration of this Contract, COACH will be eligible to receive performance incentive bonuses as follows:

(i) If the football team participates in the Conference USA Championship Game, the COACH will receive a one-time bonus in the amount of \$50,000.00.

(ii) If the football team wins the Conference USA Championship Game, the COACH will receive a one-time bonus for that contract year in the amount of \$100,000.00, which shall be in addition to the bonus paid for participation in said game.

(iii) If the football team wins a bowl game designated as the Conference USA championship bowl, the COACH will receive an additional \$50,000.00.

(iv) If the football team participates in a game designated as a Bowl Championship Series ("BCS") bowl, the COACH will receive an additional \$100,000.00.

COACH shall not receive and the incentive bonus pay offered under this Part IV(I) shall be unavailable in any season during which the football team is on probation with or has been sanctioned by the NCAA or Conference USA. Each incentive bonus to which the COACH is entitled under this Part I shall be paid within thirty (30) days following the championship game or bowl game that correlates with his eligibility for that incentive bonus.

- J. All compensation paid pursuant to Part IV of this Contract shall be subject to payroll deductions required by State and federal law, and UNIVERSITY regulations which include State and federal taxes and FICA withholding.

V. COACH'S TELEVISION, RADIO AND INTERNET PROGRAMS

For the duration of the Contract, beginning one business week prior to the date of the first football game of a new football season in which ECU's football team is scheduled to participate and ending one business week after the last football game of the season in which the ECU football team participates, the UNIVERSITY and the COACH will produce and market weekly thirty-minute football COACH'S television programs and weekly one-hour COACH'S radio programs and COACH'S Internet programs (collectively, all of the television, radio, and Internet programs are referred to as the "Broadcast Programs"). The UNIVERSITY will be responsible for payment of expenses incurred in marketing and producing the Broadcast Programs and COACH and UNIVERSITY will mutually define the role of the COACH in the Broadcast Programs. As consideration for his cooperative participation in the production and marketing of the Broadcast Programs, the UNIVERSITY will pay the COACH the annual amount stated below, which amount will accrue as owing and be distributed to him through equal semi-monthly installments from September 1 to December 31 of the contract year in which Broadcast Programs are produced, as follows:

September 1, 2010 to December 31, 2010, a total of \$250,000.00;

September 1, 2011 to December 31, 2011, a total of \$300,000.00;

September 1, 2012 to December 31, 2012, a total of \$350,000.00;

September 1, 2013 to December 31, 2013, a total of \$400,000.00; and

September 1, 2014 to December 31, 2014, a total of \$450,000.00.

The COACH shall have no ownership interest in the Broadcast Programs or any part thereof and shall be entitled to no consideration for his participation in the Broadcast Programs other than the amounts and under the conditions listed in this Part V. Compensation pursuant to this Part V of the Contract shall be subject to Part IV (J), herein above, of this Contract. The Broadcast Programs, whether in whole or any part thereof, and

all copies thereof, shall be and remain the sole property of the UNIVERSITY, which may use the Broadcast Programs, and any parts thereof, as UNIVERSITY determines appropriate in its sole discretion and without further consent or participation of the COACH, including broadcasting and transmission thereof as often and whenever UNIVERSITY desires. Notwithstanding the foregoing provisions of this Part V, the UNIVERSITY may, in its sole discretion, reduce the frequency of or eliminate entirely production and/or marketing of any or all of the Broadcast Programs at any time and, in such event, the UNIVERSITY's sole obligation to the COACH shall be payment of the compensation that the COACH would have earned under this Part V had production and marketing continued and had the COACH participated cooperatively with the UNIVERSITY in said production and marketing; provided, however, UNIVERSITY's obligation to pay COACH any compensation under this Part V shall terminate immediately in the event that COACH is no longer employed by the UNIVERSITY as and with the duties of Head Football Coach.

VI. OTHER PUBLIC APPEARANCES

Except as provided in Part V, and only in conformance with applicable UNIVERSITY, Conference USA, and NCAA guidelines and policies, including without limitation UNIVERSITY's policy on "External Activities for Pay," and only with the prior written approval of the Chancellor and the Director of Athletics, the COACH may enter into outside agreements for media appearances and any other personal appearances, lectures and speaking engagements other than UNIVERSITY activities and receive any benefits for which he contracts; provided, that such contracts or agreements are at no expense to the UNIVERSITY or its Department of Athletics, nor obligate in any way the UNIVERSITY or its Department of Athletics; and the COACH shall notify the UNIVERSITY in writing at least ten (10) days prior to the time he is required to perform under such contracts, including all information that is required to be reported under the UNIVERSITY's policy on External Activities for Pay; and provided further that the UNIVERSITY reserves the right to prohibit the COACH'S performance of any contract which it deems to conflict with the COACH'S responsibilities to the UNIVERSITY or which it deems to involve an unreasonable time commitment or that may reflect unfavorably upon the UNIVERSITY. The COACH'S public appearances as described in this paragraph are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility or liability for any claims arising there from.

VII. SUMMER CAMPS

The COACH may conduct up to two weeks of football summer camps on the campus of the UNIVERSITY each summer during the term of this Contract. The COACH may not solicit sponsorships for said camps without the express approval of the Director of Athletics. Said camps and camp sponsorship solicitations must comply with all applicable laws and the policies of the UNIVERSITY, the NCAA, and Conference USA. The UNIVERSITY will handle all financial transactions connected with the camp. The UNIVERSITY shall approve all tuition, fees, and other charges to campers. All fees, tuition, and other funds generated by activities connected with the camp will be submitted to the UNIVERSITY. The UNIVERSITY must approve all expenditures connected with the camp. After the camp is held and after all UNIVERSITY costs relating to the camp are

paid, including compensation to the members of COACH's staff, if any, who are employed to work at said camps as and to the extent approved by the COACH, then the remaining revenue generated by the camp will be paid directly to the COACH. This payment will in no way reduce the salary to be paid to the COACH in accordance with Part IV of this Contract. Nothing herein shall prohibit COACH from conducting additional football summer camps so long as such activities are approved in advance by the Director of Athletics and comply with all applicable University, Conference USA and NCAA guidelines and policies, including without limitation the University's policy on "External Activities for Pay."

VIII. COMMERCIAL ENDORSEMENTS

- A. Only with prior written approval of the Chancellor and the Director of Athletics, the COACH will be allowed to accept remuneration for commercial endorsements that fall within the guidelines of the National Collegiate Athletic Association and do not conflict with sponsorship agreements entered into by the UNIVERSITY or that may reflect unfavorably upon the UNIVERSITY.
- B. If the COACH makes commercial endorsements, he may identify himself as the football coach of East Carolina University but shall not otherwise associate the UNIVERSITY'S name, logos or marks with the endorsement. The COACH shall not use any UNIVERSITY students in any endorsement of private products or services and shall not film any commercials or be photographed endorsing private products or services on UNIVERSITY property.
- C. The COACH'S commercial endorsements are independent of his UNIVERSITY employment and the UNIVERSITY will have no responsibility or liability for any claims arising there from.
- D. Notwithstanding subparts VIII(A), VIII(B) and VIII(C), the COACH agrees that he shall not establish an Internet website or weblog or Internet program or presence in any form, including any social networking site, that in any way relates to the ECU football program or his position as COACH at the UNIVERSITY without the express written consent of the Director of Athletics.

IX. SHOE, APPAREL, AND EQUIPMENT CONTRACTS

For the duration of this Contract, the COACH shall not enter into or be a party to any shoe, apparel, or equipment agreement, including any agreement that obligates the COACH to wear, promote, endorse, or consult with a manufacturer or seller concerning the design and/or marketing of shoes, apparel, or equipment. This notwithstanding, the UNIVERSITY may require the COACH to comply with the terms of any shoe, apparel, and equipment agreement entered into by the UNIVERSITY, including but not limited to, requiring the COACH to wear or use a particular brand of shoe, apparel or equipment while performing his duties as the Head Football Coach. The UNIVERSITY is entitled to all revenue and/or proceeds derived from any shoe, apparel, or equipment contract entered into by the UNIVERSITY.

X. DISCLOSURE OF OUTSIDE INCOME

The COACH must obtain prior written approval from the Chancellor (or his designee) for all athletically related income and benefits from sources outside the UNIVERSITY and outside the scope of this Contract including, but not limited to, income from annuities, television and radio programs, country club memberships, housing benefits, and endorsement or consultation contracts. The COACH understands and specifically agrees that UNIVERSITY rules governing External Activities for Pay approved by the Board of Governors and set forth in Part VI of the *Faculty Manual* of the UNIVERSITY, and any subsequent amendments to those rules, shall apply to the COACH'S employment at the UNIVERSITY. The COACH shall report annually to the Athletic Director on or before November 30 all athletically related income and benefits from approved outside sources in the immediately preceding twelve months.

XI. DUTIES

- A. The COACH shall devote his full time, attention, and energies to the duties of Head Football Coach for the UNIVERSITY with the exceptions as set out in this Contract. The COACH shall report to the Director of Athletics and be subject to his supervision in the performance of duties as Head Football Coach.
- B. The COACH shall interview, screen, and recommend to the Director of Athletics for employment all assistant coaches. The COACH shall recommend to the Director of Athletics the salaries of the assistant coaches and shall provide written annual evaluations of their performances to him. The COACH shall recommend to the Athletic Director that an assistant coach be terminated if the assistant's services are not satisfactory to the COACH.
- C. The COACH shall make up to twenty (20) appearances/speeches at Pirate Club fundraising socials and events. The UNIVERSITY shall notify the COACH of its request for him to make a speech or appearance under this paragraph at least ten (10) days prior to such appearance. COACH agrees to make reasonable efforts to accommodate any such requests based upon his other outstanding commitments. Absent such notice, the COACH will not have an obligation to appear or speak. Only those appearances made at the request of the UNIVERSITY shall count toward satisfaction of the obligations of COACH under this paragraph.
- D. The COACH shall foster academic values, maintain program integrity, and encourage and contribute to the academic progress of all team members under his supervision. In conjunction with the faculty and the UNIVERSITY, the COACH shall comply with UNIVERSITY'S policy on the recruitment and retention of qualified student athletes and ensure compliance of the program under his supervision with said policy. COACH will use his best efforts to support the progression of each student athlete under his supervision towards a degree in a defined academic program. The COACH further agrees and

understands that he shall support and encourage educational values and the educational pursuits of his student athletes.

- E. The parties agree that the policies regarding the athletic program at the UNIVERSITY shall be determined by the UNIVERSITY; however, the implementation of the daily routine and administration as they pertain to the football program shall be the primary responsibility of the COACH in compliance with all policies, rules, and regulations of the NCAA, Conference USA, the UNIVERSITY, and the Board of Governors of The University of North Carolina.
- F. The COACH shall not attempt to raise money to support the football budget without the prior written approval of the Director of Athletics. All requests of financial support from the Pirate Club for the football program will be channeled through the Director of Athletics to the Executive Committee of the Pirate Club.
- G. The COACH shall not instruct or knowingly permit his assistants to do anything that this Contract prohibits him from doing.

XII. RULES AND REGULATIONS

- A. The COACH shall perform all duties specified herein in strict compliance with the constitution, by-laws, rules, and regulations of the National Collegiate Athletic Association (NCAA), and the rules of Conference USA and any other association, conference, or like organization with which the UNIVERSITY is or may become affiliated, including recruiting rules as now constituted or as any of the same may be amended during the term hereof.
- B. The COACH shall perform the duties specified herein in a manner which is in accordance with UNIVERSITY policies and regulations, East Carolina University Athletics Department Policy, NCAA constitution, bylaws, policies, rules and regulations, Conference USA rules, the policies, rules and regulations of the Board of Governors of The University of North Carolina, and any applicable State or federal law, rule or regulation. The athletic program under the direction of the COACH must comply with all policies, rules, and regulations of the UNIVERSITY and the constitutions, bylaws, policies, rules and regulations of the NCAA and Conference USA. "Athletic program" as used throughout this Contract shall include, but is not limited to, all assistant football coaches and other UNIVERSITY employees, contractors, and volunteers under the supervisory responsibility, both direct and indirect, of the COACH, as well as all functions and responsibilities assigned to persons in those positions.
- C. The COACH shall be responsible for instructing, supervising, and monitoring the conduct of each of the assistant football coaches and others assisting in the operation of the UNIVERSITY'S intercollegiate football program with the goal of assuring full compliance with the constitution, by-laws, rules, and regulations of the National Collegiate Athletic Association (NCAA) and specifically all NCAA rules and regulations relating to the conduct and administration of the

football program including, but not limited to, recruiting rules, as now constituted or as any of the same may be amended during the term hereof. The COACH shall make every effort to assure compliance with these rules. In the event the Coach becomes aware of or has reasonable cause to believe that violations of such constitution, bylaws, rules or regulations may have taken place, he shall report the same promptly to the Athletic Director of the UNIVERSITY. The COACH shall make all reasonable efforts to promote and encourage sportsmanship in his coaches, players, and fans in attendance at intercollegiate football contests.

- D. If the COACH or the athletic program under the direction of the COACH commits a violation of the constitution, bylaws, rules, or regulations of the NCAA, the COACH will be subject to disciplinary or corrective action as set forth in the NCAA Enforcement Procedure. The COACH may be suspended for a period of time, with or without pay, in the sole discretion of the UNIVERSITY, or the employment of the COACH may be terminated as provided in Part XIV hereof, if the COACH or the athletic program under the direction of the COACH is found to have been involved in violation of the constitution or any bylaw, rule or regulation of the NCAA or any UNIVERSITY policy, rule or regulation. The COACH will be entitled to a pre-termination hearing in accordance with Part XV.

XIII. PUBLIC ANNOUNCEMENTS

The parties mutually agree that major public announcements (e.g. suspension of players from the team, schedule modifications) made through any medium concerning the football program at the UNIVERSITY will be discussed with each other, including specifically the Director of Athletics (or his designee) and COACH, prior to said announcements being made public. Both parties agree to give full and faithful allegiance to the other as concerns the athletic program.

XIV. TERMINATION

It is understood and agreed that this Contract may be terminated as follows:

- A. Termination by the UNIVERSITY upon written notice and without cause, which shall require payment to COACH of liquidated damages as described herein below.

This Contract may be terminated upon written notice to the COACH by the Chancellor at any time when it is determined that such termination would be in the best interest of the UNIVERSITY. In such event, the UNIVERSITY shall pay COACH any bonuses and Broadcast Programs payments already earned, but not yet paid, in the year immediately preceding the effective date of termination in accordance with the terms of this Contract. Furthermore, UNIVERSITY shall pay to COACH liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount equal to only the base salary that would have been due under Subpart IV(A) of the Contract for the remaining

term of the Contract had COACH remained employed by UNIVERSITY. Payment of the total amount of liquidated damages determined pursuant to the previous sentence will occur over the remaining term of the Contract payable in equal semi-monthly installments until all amounts due under this Subpart XIV(A) of the Contract have been paid in full. It is agreed that the UNIVERSITY will not be obligated to pay the COACH for the production and marketing of television, radio, and Internet programs that do not feature the COACH and are produced following termination of this Contract under any circumstance. Except as specifically provided above in this Subpart XIV(A), UNIVERSITY will not be liable to COACH for any collateral business opportunities or other benefits, including fringe benefits, associated with the position as Head Football Coach. The Contract is a contract for personal services. The parties recognize that a termination of the Contract by UNIVERSITY without cause prior to its natural expiration could cause COACH to lose certain benefits, supplemental compensation or outside compensation relating to his employment at UNIVERSITY, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

Notwithstanding the above provisions, the COACH agrees to mitigate UNIVERSITY'S obligation to pay liquidated damages pursuant to this section. If the COACH obtains new employment that takes place after the termination of the Contract, UNIVERSITY'S financial obligations under this liquidated damages provision shall be to pay COACH the difference between what COACH would have received as base salary under Subpart IV(A) as Head Football Coach at UNIVERSITY for the term of this Contract had it not been terminated before its natural date of expiration (as stated in Part III(B) above) and the total of all compensation paid to him in the new employment.

If COACH'S salary in the new employment exceeds that which COACH would have been paid at UNIVERSITY, then UNIVERSITY'S financial obligations under the liquidated damages provision shall cease and UNIVERSITY shall have no liability or obligation to COACH under any provision of this Contract.

The measure of salary paid to the COACH in the new employment will be determined by the UNIVERSITY from signed individual income tax returns of the COACH covering any and all parts of the remainder of the term of the Contract as submitted by the COACH to the United States Internal Revenue Service (IRS). The COACH hereby agrees to provide the UNIVERSITY with certified copies of said tax returns at the same time they are filed with the IRS, and failure to do so shall relieve the UNIVERSITY of all further obligation under this Contract. In the event that the UNIVERSITY pays the COACH salary or liquidated damages under this Section that it determines exceed the amount owed to COACH because he received income from other employment that mitigates UNIVERSITY's payment obligations under this Part, the COACH agrees to pay back to the UNIVERSITY any overpayment by the UNIVERSITY upon written notice to the COACH of the overpayment. The obligation of the COACH to refund any overpayment and the obligation to provide tax returns to

the UNIVERSITY shall extend beyond the ending date of the Contract then in force.

- B. Without notice at the expiration of the term as set forth herein.
- C. For cause at any time as determined by the Chancellor on behalf of the UNIVERSITY. Cause for termination of this Contract by the UNIVERSITY shall include, but is not limited to, the occurrence of any of the following:
 - 1. Violation by COACH of any policy or regulation of the UNIVERSITY or of the constitution, or any bylaw, rule or regulation of the NCAA, Conference USA, or any other association, conference or like organization with which the UNIVERSITY is or may become affiliated.
 - 2. Violation of the constitution, or any bylaw, rule, or regulation of the NCAA, Conference USA, or any other association, conference or like organization with which the UNIVERSITY is or may become affiliated which is committed by anyone within the athletic program under the direction of the COACH, including any member of the football coaching staff, a player, or any other person affiliated with the football program.
 - 3. Violation by COACH or the athletic program under the direction of the COACH of State or federal laws, rules or regulations or any rules or policies of the UNIVERSITY or the Board of Governors of The University of North Carolina.
 - 4. Material violation by COACH of any of the terms or provisions of this Contract.
 - 5. Serious or intentional misconduct, including but not limited to, conviction of COACH for any felony or any crime that involves dishonesty, or any behavior by COACH that, in the sole judgment of the Athletic Director and the Chancellor, displays a continual or serious disrespect for the integrity and ethics of the UNIVERSITY.
 - 6. Refusal of COACH to carry out reasonable directives from the Director of Athletics or the Chancellor.
 - 7. Physical or mental disability which makes the COACH unable to perform assigned duties in a satisfactory manner.
 - 8. Financial exigencies of the UNIVERSITY that result in termination of the football program.
 - 9. Upon direction of the Board of Governors of The University of North Carolina or an appropriate state legislative or executive body which requires reduction in employees and which results in elimination of the football program.

10. Misappropriation or misuse of UNIVERSITY funds, facilities or property by COACH.

In the event of termination for cause, the UNIVERSITY will give the COACH written notice at least thirty (30) days prior to the effective date of such termination and the COACH shall be entitled to payment of only compensation as set forth in Parts IV and V of this Contract earned through the effective date of such termination and no more. The UNIVERSITY shall not be liable to COACH for any collateral business opportunities, outside activities, or other non-UNIVERSITY matters that may be related to or associated with COACH's position as Head Football Coach.

D. Upon death or permanent disability of the COACH during the term of this Contract, whereupon the COACH'S estate or COACH shall be entitled to the amount of only his base salary due and owing and any bonuses and Broadcast Programs payments that have accrued and are owing as of the effective date of termination. "Permanent disability" shall mean physical or mental incapacity of a nature which prevents the COACH in the sole judgment of the UNIVERSITY, from performing the duties as COACH under this Contract for a period of four (4) consecutive months. In the event of the COACH'S death, the personal representative of the COACH'S estate or other designated beneficiary, if any, shall be paid all such death benefits, if any, as provided in the COACH'S benefit plan. In the event the COACH becomes permanently disabled, the COACH shall be entitled to receive payments pursuant to any disability benefits plan in which he may be enrolled.

E. Upon the written consent of both parties hereto upon mutually satisfactory terms and conditions.

XV. SUSPENSION, DETERMINATION OF CAUSE AND COACH'S RIGHT TO UNIVERSITY HEARING

A. COACH acknowledges that UNIVERSITY is obligated to investigate allegations of misconduct or improper failure to act on the part of its employees, including without limitation information it receives that alleges or tends to show there have been violations of NCAA rules, applicable UNIVERSITY policy, or state or federal law, whether intentional or unintentional. Consequently, COACH agrees and acknowledges that the Chancellor of the UNIVERSITY may suspend the employment of COACH at any time, with full pay and benefits, and continue the suspension pending any or all of the following: (a) UNIVERSITY's investigation of any report or information it receives indicating or alleging that COACH may have engaged in misconduct or allowed misconduct to occur within the athletic program under his supervision, whether intentional or unintentional, including without limitation violation of any NCAA rule, policy, or bylaw, applicable UNIVERSITY policy, or state or federal law; (b) failure on the part of COACH to perform any duty reasonably assigned to him under this Contract; and/or (c) determination by the Chancellor of any action, including termination, that UNIVERSITY will take regarding COACH's employment based on the information obtained from or in relation to the investigation. COACH

acknowledges and agrees that during any period of suspension, the Chancellor of the UNIVERSITY may name an Interim Head Coach to perform any and all duties of head coach of the football program.

- B. The Chancellor shall determine whether this Contract should be terminated for cause pursuant to XIV(C) at a pre-termination hearing held for such purpose after five (5) days prior written notice to the COACH, which notice shall include a statement of charges against the COACH. This hearing shall consist of an explanation of the UNIVERSITY'S evidence and an opportunity for the COACH to present his side of the story and shall include the right to have an attorney present to advise the COACH. The decision of the Chancellor at such a hearing shall be the UNIVERSITY'S final decision.

XVI. OTHER EMPLOYMENT

COACH agrees that the promise to work for UNIVERSITY for the entire term of the Contract is essential to UNIVERSITY. The parties agree that the 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 UNIVERSITY, as well as UNIVERSITY'S special need for continuity in its football program, render the COACH'S services unique. Therefore, for the duration of this Contract or any extension thereof, the COACH agrees, and hereby specifically promises, that he will not actively seek, negotiate for, or accept other employment of any nature, under any circumstances, without the prior written permission of the Director of Athletics and the Chancellor of the UNIVERSITY, including but not limited to employment as a football coach at any institution of higher education in the United States or any other country or for any football team participating in any professional football league or conference in the United States or any other country; however, this shall not be construed to prevent COACH from personally, and for his own account, trading in stocks, bonds, securities, real estate, commodities or other forms of investment for his own benefit. It is agreed that the loss of his services to the UNIVERSITY, without UNIVERSITY approval and release, prior to the expiration of the term of this Contract or any extension thereof, will cause a loss to the UNIVERSITY. If the COACH engages in other employment in violation of the terms of this Contract prior to the expiration of this Contract, then the COACH will be considered to have terminated his employment with UNIVERSITY and he shall pay to the UNIVERSITY in liquidated damages an amount equal to the base salary that COACH would have earned if his employment continued with the UNIVERSITY through the remaining term of the Contract as established in Part III(B) herein above. Any sum to be paid by COACH in liquidated damages is due and payable in equal monthly installments prorated over the period beginning from the date of termination of his employment with the UNIVERSITY through the date this Contract would have ended as provided in Part III(B) herein above absent early termination, with the first such payment due and payable thirty (30) days immediately following termination of COACH'S employment with the UNIVERSITY. In the event of a payment of liquidated damages pursuant to this Part XVI, such payment shall be the UNIVERSITY'S sole and exclusive remedy for the violation. This is a Contract for personal services. The parties recognize that a termination of this Contract by COACH prior to its natural expiration could cause UNIVERSITY to lose the valuable investment of COACH'S

continued employment at UNIVERSITY, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

XVII. UNIVERSITY'S EDUCATIONAL PURPOSE

The parties agree that although this Contract is sports related, the primary purpose of the UNIVERSITY and, accordingly, all of its legal arrangements, including this Contract, are educational. Thus, the educational purposes of the UNIVERSITY shall have priority in the various provisions of this Contract. It is recognized by the parties that a student athlete may be declared not eligible for competition for academic reasons, because the UNIVERSITY believes he would not be an appropriate representative of the UNIVERSITY, as a disciplinary sanction under the University Student Code, or because the UNIVERSITY believes that he is not eligible according to the rules for athletic competition, as specified by the NCAA, or for similar reasons. In no event shall such an action by the UNIVERSITY be considered a breach of this Contract.

XVIII. UNIVERSITY RETAINS ALL MATERIAL AND RECORDS

All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to the COACH by the UNIVERSITY, or developed by the COACH on behalf of the UNIVERSITY or at the UNIVERSITY'S direction or for the UNIVERSITY'S use, or otherwise in connection with the COACH'S employment hereunder are and shall remain the sole and confidential property of the UNIVERSITY. Within five (5) days of the expiration of the term of this Contract or its earlier termination as provided herein, the COACH shall cause any and all such materials in his possession or control to be delivered to the UNIVERSITY. Nothing in this paragraph shall require release of the COACH'S personal records not related to his UNIVERSITY employment as Head Coach.

XIX. COMPENSATION CONDITIONAL

The payment of all forms of compensation set forth in this Contract is subject to the approval of the annual operating budget by the UNIVERSITY and The University of North Carolina Board of Governors, and the sufficiency of appropriations or the availability of sufficient funds within the Athletic Department's budget to pay such compensation.

XX. UNIVERSITY'S SIGNATURE AND APPROVAL

It is understood and agreed that this Contract shall not be effective until signed by the Chancellor and approved by the Board of Trustees of East Carolina University as indicated by the signature of the Chairman of the Board of Trustees.

XXI. ASSIGNMENT

The COACH'S rights and interest under this Contract may not be assigned, pledged, or encumbered by the COACH.

XXII. NO WAIVER OF DEFAULT

No waiver by the parties hereto of any default or breach of any covenant, term, or condition of this Contract shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term, or condition contained herein.

XXIII. ACKNOWLEDGMENT

The COACH acknowledges that he has read and understands the foregoing provisions of this Contract and that such provisions are reasonable and enforceable and he agrees to abide by this Contract in the terms and conditions set forth herein.

XXIV. COACH WILL NOT INCUR UNIVERSITY INDEBTEDNESS

It is mutually agreed and understood that the COACH shall not incur any indebtedness for or on behalf of the UNIVERSITY without first securing the approval of the Director of Athletics.

XXV. FORCE MAJEURE

Neither party shall be considered in default of the performance of its obligations under this Contract if such performance is prevented or delayed by force majeure. "Force majeure" shall be understood to be any cause which is beyond reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood, or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government, or because of any act of God.

XXVI. IMMUNITY NOT WAIVED

It is expressly agreed and understood between the parties that the UNIVERSITY is an agency of the State of North Carolina and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the UNIVERSITY of its right to claim such exemptions, privileges, and immunities as may be provided by law. Such non-waiver shall not affect the COACH'S right to receive compensation due under the provisions of this Contract.

XXVII. AMENDMENTS

The UNIVERSITY and the COACH hereby agree to the full and complete performance of the mutual covenants contained herein and that this Contract constitutes the sole, full and complete contract by and between the parties as to the position of Head Football Coach, and no amendments, changes, additions, deletions, or modifications to or of this Contract shall be valid unless reduced to writing, signed by the parties and approved by the Board of Trustees of East Carolina University.

XXVIII. NOTICES

Any notice or other communication which may be or is required to be given under this Contract shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth (5th) business day next following the day when deposited in the United States mail, postage prepaid, registered, or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to the COACH: Ruffin H. McNeill, Jr.
 Head Football Coach
 East Carolina University
 Greenville, NC 27858-4353

With a copy to: Christian E. Porter
 Colombo Kitchin Attorneys
 1698 E. Arlington Blvd.
 Greenville, NC 27858
 Telephone: (252) 321-2020; Facsimile: (252) 353-1096

If to the UNIVERSITY: Athletic Director Michael Terrence Holland
 East Carolina University
 Greenville, NC 27858-4353

And to: Chancellor Steve Ballard
 East Carolina University
 Greenville, NC 27858-4353

XXIX. SAVINGS CLAUSE

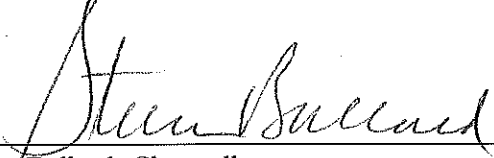
In the event one or more clauses of this Contract are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of said Contract.

XXX. PUBLIC RECORD

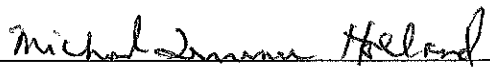
The parties agree that, upon execution, this Contract is a Public Record as defined in Chapter 132 of the North Carolina General Statutes and is subject to disclosure pursuant to North Carolina's Public Records Law.

IN TESTIMONY WHEREOF, the signatures of the parties are affixed hereto on the dates indicated below to be effective January 21, 2010.

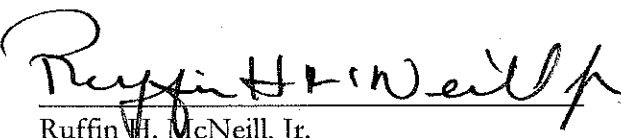
EAST CAROLINA UNIVERSITY

By:  2/26/10
Steve Ballard, Chancellor Date signed

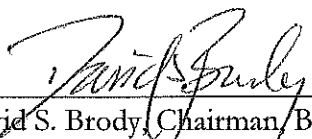
APPROVED AS TO FORM AND CONTENT:

By:  2/26/10
Michael Terrence Holland, Director of Athletics Date signed

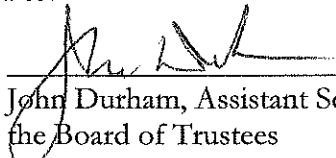
HEAD FOOTBALL COACH

By:  2/26/10
Ruffin W. McNeill, Jr. Date signed

As required under UNC Policy Manual Section 1100.3, all terms and conditions of the foregoing agreement have been approved as of the 26th day of February, 2010, by the Board of Trustees of East Carolina University.

By:  2/26/10
David S. Brody, Chairman, Board of Trustees Date signed

Attested to:

By:  2/26/10
John Durham, Assistant Secretary to Date signed
the Board of Trustees

**NORTH CAROLINA
COUNTY OF PITT**

I, Donna T. Tedder, a Notary Public in and for the aforesaid County and State, do hereby certify that **Steve Ballard** personally appeared before me this day and acknowledged that he is the Chancellor of East Carolina University, and that by authority duly given and as the act of the UNIVERSITY the foregoing instrument was signed.

WITNESS MY hand and official seal, this the 26th day of February, 2010.

Donna T. Tedder
Notary Public
My Commission Expires: 5-1-2010

**NORTH CAROLINA
COUNTY OF PITT**

I, Donna T. Tedder, a Notary Public in and for the aforesaid County and State, do hereby certify that **Michael Terrence Holland**, Director of Athletics and Executive Assistant to the Chancellor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed herein.

WITNESS MY hand and official seal, this the 26th day of February, 2010.

Donna T. Tedder
Notary Public
My Commission Expires: 5-1-2010

**NORTH CAROLINA
COUNTY OF PITT**

I, Donna T. Tedder, a Notary Public in and for the aforesaid County and State, do hereby certify that **Ruffin H. McNeill, Jr.**, Head Football Coach personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS MY hand and official seal, this the 26th day of February, 2010.

Donna T. Tedder
Notary Public
My Commission Expires: 5-1-2010