

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of this 9th day of December, 2012 by and between the University of Cincinnati (the "University") and Tommy Tuberville ("Coach").

WHEREAS, the University wishes to employ Coach as Head Football Coach as defined in Section 2 hereof for the period set forth below on the terms and conditions stated herein; and

WHEREAS, Coach wishes to accept such employment for such period on the terms and conditions stated herein;

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

1. **TERM.** Subject to the terms and conditions stated in this Agreement, the University employs Coach as the head coach for the University's intercollegiate athletics football program (the "Program") for the period beginning December 9, 2012, and ending December 31, 2017 ("Term"). Coach hereby accepts such employment. Unless this Agreement is extended, amended or earlier terminated as set forth herein, this Agreement will automatically terminate at the conclusion of the Term without further notice to Coach.

2. **DUTIES.** As head coach for the Program ("Head Football Coach"), Coach shall report directly to the Director of Athletics or his designee. Coach shall have full responsibility for planning, supervising, and coordinating all aspects of the Program. Coach shall perform such duties as are typical of a Division I National Collegiate Athletic Association ("NCAA") head football coach including but not limited to:

(A) Devoting his full professional time and energy as required herein for the promotion of the Program, while refraining from engaging in any non-Program related business or professional activities or pursuits that prevent him from devoting his full professional time to the performance of his obligations under this Agreement which have not been pre-approved by the University in writing or otherwise permitted herein.

(B) Complying with the athletic and other rules, regulations, and policies promulgated from time to time by the University, the NCAA, and the Big East Conference or any other athletic conference of which the University may subsequently become a member ("Conference");

(C) Developing, implementing and maintaining programs and procedures that promote the welfare and the academic success of the student athletes who participate in the Program;

(D) Recruiting, training, and supervising the Program's coaching staff and taking reasonable measures to assure compliance by the coaching staff with all rules and regulations promulgated from time to time by the NCAA, the Conference, and the University;

(E) Participating in the athletic instruction and coaching of student-athletes in the Program;

(F) Supervising the recruitment and interviewing of prospective players for the Program, including, when applicable, the additional interviewing of the parents of such prospective players;

(G) Promoting the Program through contact with media, alumni and civic groups;

(H) Fulfilling any and all customary and reasonable obligations as Head Football Coach including but not limited to personal appearances, broadcast interviews, the wearing of licensed sports wear, and endorsements, required under any sponsorship agreement entered into by University that supports in whole or part the Program.

(I) Supporting and promoting the integration of sports into the whole spectrum of academic life so that athletics makes a positive contribution to the University's academic and service missions; and

(J) Maintaining and projecting an attitude of good sportsmanship and striving to be an exemplary role model for the students of the University.

3. **COMPENSATION AND BENEFITS.**

(A) **Base Salary.** Effective December 9, 2013, The University shall pay Coach an annual salary ("Base Salary") for duties performed by Coach under this Agreement as follows:

December 9, 2012	\$1,600,000 (pro rated)
January 1, 2013	\$1,600,000
January 1, 2014	\$1,600,000
January 1, 2015	\$2,000,000
January 1, 2016	\$2,200,000
January 1, 2017	\$2,200,000

The Base Salary shall be paid in equal monthly installments on the monthly payroll dates established by University and applicable to University employees compensated on a monthly basis ("Payroll Date(s)"). Notwithstanding the foregoing, in the event the University moves from the Big East (also to be known as American Athletic Conference) to another conference, then Coach and the University may engage in good faith negotiations regarding amendments to the terms of this Agreement, including but not limited to compensation. Additionally, the University shall cooperate in good faith with Coach and Coach's advisors regarding adjustments to, or administration of, Coach's compensation to participate in deferred compensation plans that may be established on Coach's behalf by the University, including but not limited to a 415(m) Plan which shall be established upon Coach's request.

(B) Automobile. University shall provide Coach the use of one automobile on a loaned basis for business use subject to University's Courtesy Vehicle Program Policy, a copy of which is attached hereto. The University reserves the right to modify or discontinue the policy in its discretion. In the event the University discontinues the policy, then it shall establish and provide to Coach a monthly stipend in an amount reasonably calculated, and no less favorable, to compensate Coach for the business use of a personal automobile.

(C) Golf Club Membership. The University shall provide Coach with an appropriate golf club family membership to be selected jointly by Coach and the University for which the University shall pay regular dues, initiation fee, and assessments associated with membership. Coach shall be responsible for all other expenses associated with the golf club including but not limited to all food and beverages charges and/or assessments, except for those deemed to be business expenses, which may be subject to Coach's Expense Budget, as set forth in Section 3(I) below.

(D) Fringe Benefits Available to Non-academic Unclassified Administrative Personnel. Coach shall be entitled to receive the same fringe benefits and shall be eligible to participate in group insurance, retirement, voluntary payroll deduction, and other programs on the same basis, and with the same employer contributions, that apply to the University's non-academic unclassified administrative personnel in the same classification.

(E) Coach Retention Bonuses. Coach shall earn as of each of the dates stated below ("Coach Retention Date(s)"), and the University shall pay at the next Payroll Date, a retention bonus in the applicable amount set forth below, provided Coach is employed as Head Football Coach for the University as of a Coach Retention Date:

\$400,000 as of August 1, 2013
\$200,000 as of December 31, 2013
\$400,000 as of August 1, 2014
\$200,000 as of December 31, 2014
\$100,000 as of August 1, 2015
\$100,000 as of December 31, 2015
\$ 70,000 as of December 31, 2016
\$ 60,000 as of December 30, 2017

(G) Performance Bonuses. Coach shall be paid a performance bonus ("Performance Bonus") in the amount and for the achievements described below ("Coaching Achievement(s)"), provided Coach is employed as the University's Head Football Coach for the entire regular football season in which the Coaching Achievement occurred (or from which the Coaching Achievement arises). The Performance Bonus shall become due and payable sixty (60) days after the end of the regular football season. Notwithstanding the forgoing, if Coach's employment is terminated without cause by the University during the regular football season, then Coach nonetheless shall be paid a Performance Bonus for each Coaching Achievement earned in full as if Coach had remained the Head Football Coach through the entire football

season. The Coaching Achievements and Performance Bonus applicable to each shall be as follows:

COACHING ACHIEVEMENTS	PERFORMANCE BONUS
Top 25 Finish (AP or USA Today top 25 ranking at end of season.)	\$35,000
Win Over Top 25 Team (AP or USA Today ranking as of date of win or end of season.) (One bonus per win, non-cumulative with top 10 win.)	10,000
Win Over Top 10 Team (AP or USA Today top 10 ranking as of date of win or end of season) (One bonus per win, non-cumulative with top 25 win.)	25,000
BCS Bowl (Or equivalent achievement)	100,000
Non-BCS Bowl (Or equivalent achievement)	50,000
Conference Regular Season Champions (Shared or outright.)	50,000
Conference Coach of the Year	50,000
National Coach of the Year (AP or AFCA)	50,000
8 Regular Season Wins (Cumulative	5,000
9 Regular Season Wins (Cumulative)	10,000
10 Regular Season Wins (Cumulative)	15,000
11 Regular Season Wins (Cumulative)	30,000
12 Regular Season Wins (Cumulative)	35,000
Academic Performance Rate ≤ 930	10,000
Academic Performance Rate ≤ 950 (Non-Cumulative)	20,000
Academic Performance Rate ≤ 970 (Non-Cumulative)	30,000
$\leq 16,500$ Season Tickets Sold	10,000
$\leq 19,000$ Season Tickets Sold (Non-Cumulative)	20,000
$\leq 21,500$ Season Tickets Sold (Non-Cumulative)	30,000

(H) Moving Allowance and Expenses. Provided Coach uses a University approved vendor and submits appropriate documentation of the costs in the form of paid receipts, invoices, and the like, the University shall pay or reimburse to Coach reasonable costs for Coach's move to the Cincinnati area, not to exceed \$20,000, unless approved by the University, through the Director of Athletics, which approval shall not be unreasonably withheld. The University shall pay and/or reimburse to Coach reasonable costs for travel and other expenses incurred by Coach and his spouse in connection with their efforts to locate a new home in the Cincinnati area, not to exceed Five Thousand Dollars (\$5,000), unless approved by the University which approval shall not be unreasonably withheld. The University shall also pay or reimburse to Coach costs and expenses for temporary housing in the Cincinnati area for a period of three (3) months in an amount not to exceed \$6,000 per month unless approved by the University which approval shall not be unreasonably withheld. Any reimbursement of such costs or expenses to Coach shall be made by University following submission to the University of appropriate documentation of the costs in the form of paid receipts, invoices, and the like, and subject to University expense reimbursement policies and procedures.

(I) Expense Budget. The University shall provide Coach with a combined annual budget for Business Entertainment Allowance, Coaches Working Meals budget, and Family Travel allowance for the purposes described in section 5(B) below, in the total amount

not to exceed \$50,000, which shall be allocated by Coach among the foregoing categories with the prior approval of the Director of Athletics, which approval shall not be unreasonably withheld. The expenditure and reporting of such funds shall be subject to policies and procedures promulgated from time to time by the University, the NCAA, and/or the Conference. Any expense amount in addition to that provided for herein must be expressly authorized in advance by the University, through its Director of Athletics, in its sole discretion.

(J) Complimentary Tickets. During the term of this Agreement, the University shall provide Coach with 14 complimentary season tickets (for personal use) between the 25 yard lines, and up to 6 VIP tickets for Football for use by Coach's family and guests only, and 8 complimentary season tickets for Men's Basketball, 4 in the upper bowl and 4 in the lower bowl. The University shall endeavor to provide Coach and his guests with the best seating available. Upon completion of the proposed new Nippert West Side Pavilion, the University and Coach may revisit the provision of complimentary tickets.

(K) Deductions from Compensation. Payments made or benefits provided to Coach by University pursuant to the terms of this Agreement shall be subject to all applicable payroll and other taxes and deductions required by state, federal and local law or regulation. In addition, University will make such other deductions permitted by law but only if authorized in advance by Coach in writing following receipt of detailed written notice.

4. ASSISTANT COACH COMPENSATION AND BENEFITS.

(A) Assistant Coach Salary Pool. The annual salary compensation pool for the Assistant Football Coaches, which shall include 9 assistant football coaches and one head football strength coach each designated by Coach will be mutually agreed upon by the Director and Coach on or before January 31, 2013, but shall not exceed \$1,850,000. The Assistant Football Coaches identified by Coach shall, as a condition of employment with the University shall enter into a personal services contract with the University of mutually acceptable terms. Each Assistant Coach may, in Coach's discretion, participate in any pool established for payment of annual salary increases.

(B) Assistant Coach Retention Bonus Pool. University shall provide Coach with an Assistant Coach Retention Bonus Pool in the amount of \$125,000 bi-annually to be allocated in amounts determined in the discretion of Coach, subject to the approval of the Director of Athletics, among the Assistant Football Coaches beginning August 1, 2013. Any portion of the Retention Bonus Pool allocated to an Assistant Football Coach shall be deemed earned as of August 1 and December 31 of each year ("Retention Date") beginning December 31, 2013, provided the Assistant Football Coach is employed by the University in that position as of the Retention Date. The University shall pay any such bonus to a qualifying Assistant Football Coach at the next Payroll Date following the Retention Date.

(C) Automobile. The University shall provide each Assistant Football Coach and the Head Football Strength Coach use of a loaned automobile for business use subject to University's Courtesy Vehicle Program Policy. The University reserves the right to modify or discontinue the policy in its discretion. In the event the University discontinues the policy, or has an insufficient number of courtesy vehicles available for loan, then it shall establish and

provide a monthly stipend in an amount reasonably calculated, and no less favorable, to compensate for the business use of a personal automobile.

(D) Fringe Benefits Available to Non-academic Unclassified Administrative Personnel. Assistant football coaches, strength coaches, and director of football operations shall be entitled to receive the same fringe benefits and shall be eligible to participate in group insurance, retirement, voluntary payroll deduction, and other programs on the same basis, and with the same employer contributions, that apply to the University's non-academic unclassified administrative personnel in the same classification.

(5) **BOWL TICKETS, SPOUSES GAME, AND TRAVEL ALLOWANCE**

(A) Bowl Tickets. The University shall make available to Coach at no charge two hundred (200) football bowl tickets for any bowl game in which the University participates in a Term year. The bowl tickets to be provided shall be average priced tickets and shall be made available by Coach to assistant coaches, head strength coach, director of football operations, their spouses and children, and such other persons selected to receive such tickets in the discretion of Coach subject to NCAA rules and regulations.

(B) Family Travel Allowance. The University shall make available to Coach on an annual basis a family travel allowance as described in section 3(I) above to pay the expenses of the spouses and legal dependents of the assistant coaches, head football strength coach, and director of football operations, to travel from Cincinnati, Ohio to a bowl game in which the University is participating, and to pay the expenses of the spouses (but not qualified dependents) of the assistant coaches, head football strength coach and director of football operations to travel to one regular season away game designated a "spouses game" by Coach. Any amounts paid on behalf of a University employee's spouse or legal dependents from the travel allowance shall be included as compensation to each employee subject to normal governmental tax withholding.

(C) Coach's Family Travel. The University shall pay the travel expenses of Coach's spouse and legal dependents to attend any away game in which the University's football team participates, such expenses to include transportation to and from and at the venue, lodging and food of the same kind provided Coach. The parties agree that attendance of Coach's spouse and legal dependents at away games will promote the Program and is in the interest of the University.

6. **OTHER EMPLOYMENT.**

(A) During the term of this Agreement Coach shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the University, except as may be permitted by this Agreement, NCAA and University Rules and the laws and regulations of the State of Ohio, and only with the prior written approval of the Director of Athletics, not to be unreasonably withheld. Approval shall be required prior to the commencement of any such activity and shall be reviewed annually upon University's request in conjunction with Coach's submission of an Outside Activity Report. Any activity that had been previously approved herein shall continue to be approved annually, as applicable, unless new

circumstances have arisen which cause substantial conflicts or other material reasons why such activity should no longer be approved. In that event, the parties will address such activity in good faith. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Provided, however, nothing contained in this Agreement shall or shall be deemed to prohibit Coach from engaging, arranging, or participating in and/or deriving and retaining personal income from any of the following activities to the extent approved by the University's Athletic Director, not to be unreasonably withheld: (a) authoring or co-authoring books, articles, or other publications; (b) personal appearances, speaking engagements or other endeavors not directly related to his services as Head Football Coach; (c) acting as a spokesperson or endorser for an entity, vendor, or sponsor, so long as (i) such engagement is not directly related to his services as Head Football Coach, (ii) such entity, vendor, or sponsor is not then an exclusive corporate sponsor of the University's Athletic Department, and (iii) the engagement does not violate the written terms of any other corporate sponsorship of the University, which shall be provided to Coach upon Coach's request; and (d) other activities or endeavors not directly related to his services as Head Football Coach, provided that such activities and endeavors do not interfere with Coach's performance of his duties and responsibilities as Head Coach or reflect adversely on the University.

(B) Coach shall complete an Outside Activity Report when and as required by the policies, rules and regulations of the University and the NCAA and shall make a written annual report to the President of the University specifying the amount of all income and benefits from sources outside the University.

(C) Except when Coach is required by the University to comply with contractual obligations of the University, the name, marks, or logos of the University may not be used and Coach may not be identified as the Head Football Coach of the University Program (1) for commercial purposes related to any employment, consulting, or athletically related activities of Coach, other than for the University, or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service, unless approved in advance by the Director of Athletics, not to be unreasonably withheld. The identification or description of Coach's employment with the University by third parties and/or Coach's wearing University-related apparel in public or at public events shall not be considered a breach of this provision.

(D) The parties agree that Coach shall be required to notify the President of the University, through the Director of Athletics, prior to engaging in material discussions with other institutions regarding any employment offer which Coach wishes to entertain through their representatives or agents, or to entertain offers of other administrative opportunities at another educational institution.

7. TERMINATION.

(A) For Cause by University. The University may at any time upon written notice to Coach and in accordance with University policies and procedures discipline Coach, or terminate this Agreement for cause, upon the occurrence of any of the following:

(i) Coach's failure to perform in any material respect the duties described in Section 2 of this Agreement if Coach does not act with reasonable promptness to

correct such failure, if correctable, following receipt of written notice from the University's Director of Athletics specifying the details of such failure;

(ii) Coach's default in the performance of any of the other material terms and conditions of this Agreement if Coach fails to act with reasonable promptness to correct such default, if correctable, following receipt of written notice from the University's Director of Athletics specifying the details of such alleged breach;

(iii) Coach is convicted or pleads guilty to a violation of any criminal statute, other than a minor traffic violation, and such violation undermines the University's confidence in Coach's ability to carry out his duties as Head Football Coach;

(iv) Coach engages in conduct that is a material or substantial violation of any rule, regulation, constitutional provision or bylaw promulgated from time to time by the University, the NCAA or the Conference, or of any official written interpretation of any of the foregoing previously issued by the University, the NCAA or the Conference, which violation reflects adversely upon the University or the Program, including any serious violation which may result in the University being placed on probation by the Conference or the NCAA and/or any violation which may have occurred during prior employment of Coach at another NCAA member institution; provided that in order for University to find that Coach engaged in such conduct, the following must first occur:

(a) University must conduct a reasonably thorough and timely investigation of the facts and circumstances giving rise to the alleged violation, including, without limitation, reviewing all relevant documentation and interviewing all relevant material witnesses reasonably identified by Coach;

(b) Coach must be given fourteen (14) days advance written notice of a hearing, which shall be part of the investigation. No later than the date such notice is provided, University shall provide Coach with a copy of the findings of such investigation through the date of said notice, and stating the reasons the University reasonably believes the alleged violation occurred. Coach shall be given an opportunity to respond to such allegations at the hearing and to present such argument, witnesses, and documentation that may, in the opinion of Coach, refute or explain the facts underlying the alleged violation. The parties consent and agree that the hearing described herein is not a judicial proceeding and is not subject to formal rules of evidence or civil procedure. Present at the hearing shall be the University representative(s) conducting the investigation, the University President or his/her designee, the University's Director of Athletics, a representative from the University's Office of General Counsel, and Coach's professional advisor(s), including, without limitation, legal counsel who shall be permitted to participate in the hearing; and

(c) If following such investigation and hearing the University reasonably and in good faith concludes that an NCAA violation has occurred as a result of Coach requiring self-disclosure, the University shall notify Coach of its conclusion and then submit to the Conference and/or the NCAA a self-disclosure report identifying such violation;

(v) A member of the coaching staff or any other person under Coach's supervision and direction, including a student-athlete in the Program, engages in conduct that is a material or substantial violation of any rule, regulation, constitutional provision or bylaw of the University, the NCAA or the Conference, or of any official written interpretation of any of the foregoing previously issued by the University, the NCAA or the Conference, and the Coach knew or should have known of, and with reasonable supervision or direction could have prevented, any such violation, that reflects adversely upon the University or the Program. Before taking any action for such an occurrence, the University will afford Coach the process and procedure described in Section 7(A)(iv) above;

(vi) Disparaging media publicity regarding Coach of a material nature that damages the reputation of the University, if such publicity is based on accurate facts and the result of Coach's negligent or willful misconduct that could objectively be anticipated to bring Coach or the University into public disrepute or scandal, provided such underlying misconduct also qualifies as "Cause" for termination pursuant to this Agreement;

(vii) Public comments by, or the intentional release of statements by, Coach which disparage the University regarding the Program or the University's football team, other athletic programs or personnel of the University, including statements made by or positions taken by the University's President, Director of Athletics, or member of the University's Board of Trustees, provided that as to the first occurrence of any such conduct for which the University alleges cause under this subparagraph (vii), Coach may eliminate said cause by issuing a public retraction of any such comments or statements along with a mutually agreed upon public apology;

(viii) Fraud or dishonesty in the performance of Coach's duties hereunder or in any dealings with or submissions to the University, the Conference or the NCAA, whether by commission or omission, or Coach's counseling or instructing any other person under Coach's direct supervision to engage in such fraud or dishonesty; or

(ix) Being intoxicated or under the influence of a non-prescribed psychoactive substance or any prescribed psychoactive substance not being taken in the manner prescribed by Coach's physician when performing duties under this Agreement, or in the presence of student-athletes of the University, or in circumstances that would constitute cause under Section 5(a)(x), infra. The nominal and responsible drinking of alcoholic beverages at a University or other business function or social function where Coach may be entertained by others or may be entertaining other guests shall not constitute a violation of this provision; or

(x) Shocking or despicable conduct by Coach that seriously damages the reputation or public perception of the University or negatively impacts the Program or the University's educational mission, and that brings Coach or the University into public disrepute, embarrassment, contempt, scandal or ridicule.

(B) In the event the University elects to terminate this Agreement for each or any of the grounds stated in (i) through (x) above, it shall provide written notice thereof to Coach stating the details that form the basis of grounds therefore and the effective date of termination, and thereafter all obligations of the University to Coach, excluding those continuing financial or

other obligations that may continue following termination as expressly provided herein, or those that may be imposed upon the University as employer under applicable law, including the obligations to make further payments and/or to provide any other consideration hereunder, shall cease as of the effective date of the termination; the University shall not be liable to Coach for the loss of any collateral business arrangements or opportunities; Coach shall not be entitled to payment of any unearned bonuses for that year; but Coach shall be entitled to receive all bonuses, compensation, expense reimbursements, and other payments earned as of the termination date subject to appropriate governmental tax withholding.

(C) Termination for Cause by Coach. Coach may terminate this Agreement for cause by providing written notice thereof to University after first providing to University written notice specifying the nature of any default by and the University's failure to cure said default within a reasonable time following notice. With respect to any University failure to meet its financial obligations to Coach herein, 10 business days following notice shall be considered "a reasonable time" within which to cure such a default, for purposes of this Section 7 (C).

(D) Termination Without Cause. Either party may terminate this Agreement without cause by delivering written notice to the other as provided herein and paying a termination payment ("Termination Payment") as provided below, a sum reasonably calculated by the parties to compensate the other for the termination of this Agreement as of the dates stated:

<u>Date of Termination (By University)</u>	<u>University Termination Payment</u>
Before January 31, 2014	\$8,800,000
Before January 31, 2015	\$6,600,000
Before January 31, 2016	\$2,400,000
Before January 31, 2017	\$1,000,000
Before end of Regular Season, 2017	\$550,000
After end of Regular Season, 2017	\$0.
<u>Date of Termination (By Coach)</u>	<u>Coach Termination Payment</u>
Before January 31, 2014	\$2,500,000
Before January 31, 2015	\$1,500,000
Before January 31, 2016	\$1,000,000
Before January 31, 2017	\$800,000
On or after January 31, 2017 through the end of the regular 2017 season	\$550,000

(E) Death or Disability of Coach. This Agreement shall terminate automatically in the event of Coach's death or, in the event Coach becomes totally disabled within the meaning of the Group Long Term Disability Insurance offered by the University to its unrepresented administrative employees, upon the University's delivery of written notice thereof to Coach. In either event, Coach shall be entitled to the same rights and benefits as are available to similarly situated unrepresented administrative employees.

8. **TEXAS TECH UNIVERSITY BUY-OUT.**

Coach incurred a binding contractual buy-out obligation to Texas Tech University ("TTU") by terminating his employment contract with TTU to accept employment as the University's Head Football Coach. In consideration therefore, the University shall reimburse Coach through an "accountable plan" (pursuant to the IRS Federal Tax Code section 62(c)) for the funds necessary to fulfill his buy-out obligation to TTU, which TTU has confirmed to be \$943,000. Subject to Coach's compliance with the provisions of Treas. Reg. Section 1.62-2, the University shall not withhold payroll and other employment taxes from the amount reimbursed to Coach under this section.

9. **GIFT TO DEPARTMENT OF ATHLETICS.**

Coach shall enter into a grant agreement with the University's Foundation in a form acceptable to the University pursuant to which Coach agrees to provide a gift of \$5,000 per month, commencing August 2013, to benefit the Department of Athletics Olympic athletics program. Such payments shall be deducted from Coach's salary pursuant to the terms of a grant agreement attached hereto, and shall terminate when the Coach's salary terminates.

11. **MERGER AND AMENDMENT.**

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

12. **GOVERNING LAW.**

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Ohio.

13. **NOTICES.**

Any and all notices given pursuant to this Agreement, shall be in writing and shall be delivered by certified U.S. Mail, return receipt requested if to Coach, addressed to Tommy Tuberville [REDACTED] with a copy to Rick Diamond, Evolution Group, 350 7th Avenue, Suite 2204, New York, NY 10001 (email: rick.diamond@evolutiongroupllc.com); and if to University addressed to University of Cincinnati, Director of Athletics, 880 Lindner Center, Cincinnati, Ohio 45221-0021 with a copy to University of Cincinnati, 2618 McMicken Circle, General Counsel, 650 University Hall, Cincinnati, Ohio 45221-0623. Notice may also be delivered by hand to Coach or to University (by delivery to the Director of Athletics) followed by delivery by U.S. Mail as provided above. Notice shall be effective upon hand delivery or deposit with the U.S. Mail. Should either Coach or Rick Diamond change his address, then Coach shall promptly notify University of such change.

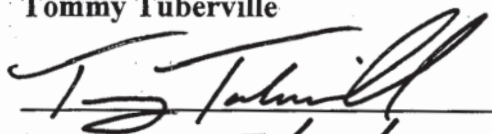
14. MISCELLANEOUS.

(A) The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the University's Board of Trustees, the sufficiency of legislative appropriations and availability of sufficient funds. The compensation payable to Coach and any other obligations set forth herein shall be included in each such annual operating budget during the Term of this Agreement. The University agrees to use good faith and best efforts using all available options to procure sufficient funds and to satisfy its financial obligations herein. In the event the University shall fail to meet its obligations based on the forgoing, then Coach may terminate this Agreement without penalty. Nothing herein shall relieve the University of its obligations to Coach through the term of any budget for which funding has been provided or during any other period during the Term of this Agreement.

(B) Coach agrees that the University may use, without additional compensation, his name, picture, likeness, and voice in connection with the Program and for endorsements of the Program's sponsors, and in all other respects for purposes consistent with this Agreement, subject to Coach's review and approval of each use, such approval not to be unreasonably withheld.

Entered into as of the date stated above.

Tommy Tuberville


Date 5/31/13

For University of Cincinnati

By: C. Francis Barnett
Its: CHAIRMAN, BOARD OF TRUSTEES
Date JUNE 25, 2013

 5/31/13

Courtesy Vehicle Program Policy

Under the Courtesy Vehicle Program ("Program"), the University of Cincinnati ("University") receives courtesy vehicles ("Vehicles") from automobile dealers ("Dealers") in exchange for certain benefits ("Dealer Benefits"). The University then provides the Vehicles to designated University employees ("Drivers"). The Program is managed in the Department of Athletics Business Office ("Business Office") and by the CAT TRACKS Coordinator ("CAT TRACKS Coordinator"). All Drivers shall abide by this Courtesy Vehicle Program Policy ("Policy").

1. **Program Participation.** Approval by the University is a prerequisite to participation in the Program. Staff members of the Department of Athletics are prohibited from bartering their own ticket allotments in exchange for courtesy vehicles or other personal benefits, nor should they personally sign any documents from the Dealer with respect to the Vehicle, nor give any testimonials or endorsements of the Dealer or the Vehicle brand.
2. **Income Taxes.** The Driver shall pay federal, state, and local income taxes based on the annual lease value of Vehicle and the percentage of personal use (or as otherwise required by law), and the Driver hereby authorizes the University to withhold such taxes from the Driver's pay. The Driver shall keep a daily mileage log following IRS guidelines, and separating personal use from business use. The Driver shall consider travel to work from home and to home from work as personal use.
3. **Responsible Driving.** The Driver agrees to permit the University to conduct periodic reviews of his or her driving record and agrees to execute any forms or documents necessary to enable the University to conduct such reviews. The Driver shall maintain a valid driver's license, proof of insurance, and shall keep current on renewals of car registration and validation stickers. The Driver shall annually complete the University online defensive driver course and provide verification of successful completion to the Athletics Business Office. The Driver shall pay (in a timely manner) for any traffic or parking violations incurred while using the Vehicle.
4. **Authorized Drivers.** The Driver shall not permit anyone other than the Driver and the Driver's spouse to drive the Vehicle. The Driver shall not permit the Driver's children, any student-athletes, or any managers to drive the Vehicle. The Driver shall log any use of the Vehicle by a spouse as personal mileage.
5. **Collisions and Damages.** The Driver shall immediately (no later than 24 hours) notify the CAT TRACKS Coordinator, and the Dealer in the event of a collision or of any damage to or loss of the Vehicle. The Driver shall report all damage or loss, even when the cause is unknown. The Driver must report all accidents (with a fixed object or with another driver), regardless of fault or amount of damage. Failure to report an accident, or any other damage or loss, may result in denial of all claims and may result in the Driver's personal liability for the damage or loss. The Driver shall work with law enforcement to complete the necessary police report. The Driver shall work with the Dealer if repairs are necessary. The Driver shall fill out the required Accident Report Forms (available in the Business Office) and shall provide the Business Office with a copy of the invoice for any repairs. The University's

insurance policy covers the cost of the repairs, except for any deductible, which will be billed to and shall be the personal responsibility of the Driver. The University's deductible is currently \$350 and is subject to change. The Driver shall provide Accident Report Forms and all supporting documentation to the Business Office within 30 days of the damage or loss; otherwise, the Driver shall be personally responsible for the entire cost of the damage or loss.

6. Insurance.

- a. **By the University.** The University provides auto insurance for the Vehicle and will provide the Driver with insurance verification information upon issuance of the Driver's first Vehicle. The Driver shall keep the insurance verification information in the Vehicle at all times. The Driver shall notify the Business Office and the CAT TRACKS Coordinator when exchanging one Vehicle for another and shall transfer the insurance verification information into the new Vehicle. The University's insurance covers the Vehicle not the Driver. Failure to properly notify the University of a change in vehicle could result in no insurance coverage for the Vehicle, leaving the Driver fully responsible. **The University's insurance covers liability for bodily injury and property damage while the vehicle is being used for University business, but does not include underinsured/uninsured motorist coverage.** As a consequence of such coverage, if a Driver or other person is injured in a Vehicle due to the fault of an underinsured/uninsured motorist, the Driver's or injured person's protection is through health insurance and anything that is recoverable from the party at fault. Therefore, the Driver is advised to ensure that the Driver, any other authorized drivers, and any other Vehicle occupants maintain adequate health insurance.
- b. **By the Driver.** Driver shall obtain the following personal (through a private insurance company - not University insurance) insurance coverage on the Vehicle in at least the following amounts and agree to provide the University with a certificate of insurance which names the Dealer providing the Vehicle and "the University of Cincinnati and its Board of Trustees" as additional insured on such policy:
 - i. bodily injury - \$100,000 per person / \$300,000 aggregate
 - ii. property damage - \$100,000
 - iii. uninsured/underinsured
 - iv. medical payment
 - v. comprehensive

The purpose of this insurance is to cover liabilities arising from permitted personal or spousal use of the Vehicle.

NOTE: Drivers and/or their insurance agents, who have any questions regarding their personal insurance responsibilities, are welcome to contact: David Schwallie, Asst. Sr. Vice

7. Return and Exchange.

- a. The Driver shall return the Vehicle promptly to the Dealer at an agreed time or mileage allowance. In the event of separation from the University, the Driver should contact the CAT TRACKS Coordinator before returning the Vehicle. The Coordinator or a designee should inspect the Vehicle for damages before it is returned to the Dealer or reassigned to Driver. The Driver shall notify the Business Office immediately after receiving a new Vehicle, by filling out and submitting the Courtesy Car Form on file with the Business Office. The form covers year, make, and model of Vehicle, license number, serial number, and odometer reading. The Driver shall also turn in the Driver's mileage log, indicating business and personal use, each year for tax purposes.
- b. The Driver recognizes that the Dealer has the right to recall the Vehicle at any time and replace it with another Vehicle. The Driver further recognizes that if there are insufficient numbers of Vehicles available through the Program, that the University has the right to provide a stipend rather than a Vehicle.
- c. The Driver shall return the Vehicle to the Dealer in the same condition as received except for ordinary and expected wear due to mileage. Unless the Dealer specifically instructs otherwise, the Driver should have the Vehicle washed and cleaned prior to returning it.

8. Dealer Relationship. The Driver shall build and maintain a strong relationship with the Dealer and carry out all normal communication and activities with the Dealer. The Driver shall talk to the Dealer about expectations regarding Vehicle maintenance. The Driver shall provide the Dealer with a copy of his or her driver's license and UC's insurance verification documentation.

9. Vehicle Maintenance and Repairs. The Driver shall keep the Vehicle neat and clean at all times. The Driver shall not smoke in the Vehicle. The Driver shall service the Vehicle regularly to manufacturer specifications. The Driver shall have such service performed by the Dealer or at a shop acceptable to the Dealer. All routine maintenance and repairs that are not covered in the manufacturer's warranty are the sole responsibility of the Driver. The Driver shall not use the spare tire, except in emergencies. The Driver shall not use the Vehicle for towing or pushing any other Vehicle or equipment. The Driver shall not use or sublicense the Vehicle for transportation for hire of goods or passengers.

10. Consequences. Participation in the Program is a privilege. Failure by a Driver to abide by this Policy may result in the loss of participation by that Driver and loss of participation by the sport or area to which that Driver is assigned. Failure by a Driver to abide by this Policy may also result in University discipline, up to, and including dismissal of the Driver.