UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

NOTIFICATION OF APPOINTMENT

Name/Home Unit:

Smith, Lovie
Division of Intercollegiate Athletics (DIA)
Bielfeldt Athletic Administration Bldg
1700 S Fourth
M/C - 658

University of Illinois
Board of Trustees
352 Henry Administration Building
Urbana, Illinois 61801-3640

Generation date: 02/15/2018

UIN: [redacted]
Campus: Urbana - Champaign
Employee Class: Athletics Year-Round Service Ben Elig
Home Unit: 1/336000 - Intercollegiate Athletics

This confirms your appointment to the following position(s) for the pay, periods and other conditions indicated, subject to all immigration laws and other eligibility requirements for employment, and subject to approval by the Board of Trustees. It is valid only if based upon the actual acquisition of required credentials upon which the appointment is based. If the start date for the Period of Payment is later than the Generation Date of this document, approval by the Board of Trustees is still pending. Annual reappointments with a Period of Payment start date of August 16 are traditionally submitted to the Board of Trustees for approval at the September meeting.

JOB: UB2327-00 Org Code/Campus/Name: 336000/Urbana - Champaign/ Intercollegiate Athletics

Title	FTE	Service Basis	Period of Payment Begin	Period of Payment End	Salary
HEAD VARSITY COACH FOOTBALL	100%	Athletics Year-Round	02/01/2018	01/31/2019	$1,000,000.00 A

JOB: UB2372-00 Org Code/Campus/Name: 336000/Urbana - Champaign/ Intercollegiate Athletics

Title	FTE	Service Basis	Period of Payment Begin	Period of Payment End	Salary
HEAD VARSITY COACH FOOTBALL	0%	Athletics Year-Round	02/01/2018	01/31/2019	$1,500,000.00 A

JOB: UB2372-01 Org Code/Campus/Name: 336000/Urbana - Champaign/ Intercollegiate Athletics

Title	FTE	Service Basis	Period of Payment Begin	Period of Payment End	Salary
HEAD VARSITY COACH FOOTBALL	0%	Athletics Year-Round	02/01/2018	01/31/2019	$1,500,000.00 A

- This appointment is made subject to all applicable laws and to the University of Illinois Statutes, the General Rules Concerning University Organization and Procedure and other actions of the Board of Trustees. These policies are subject to change from time to time and the most updated version of the policies is applicable. In the event of error, the Board of Trustees reserves the right to correct such error and issue a corrected Notification of Appointment. It is the responsibility of all University of Illinois employees to comply with the provisions of the State Officials and Employees Ethics Act of the State of Illinois; time not spent on official business of the University must be reported by employees as exception time. Exceptions may include sick leave, vacation leave and other appropriately approved leaves as specified by campus and University policies.
- The amount appearing in the "Salary" column is the gross annual (A) or monthly (M) compensation of the appointee for services required during a full appointment year or monthly period, whether payable in the form of salary, earnings, purchases of annuity contracts, or in any other manner authorized or required by law. In the case of appointments where service is required for less than a full appointment year or monthly period only a proportionate amount of the "Salary" will be payable on the basis of the period of payment indicated in proportion to a full appointment year or month. For example, an appointment for one semester of an academic year is compensated at approximately one-half of the annual "Salary" rate.
- Unless your appointment is designated elsewhere within this document as being "salaried, non-exempt," your appointment (consisting of one or multiple jobs) falls within one of the recognized exemptions to the overtime provisions of the Federal Fair Labor Standards Act, and as such, you are not eligible to receive overtime pay regardless of the number of hours that you work in any given workweek.
- If determined that an employee has been excluded from participation in Federal or State Health Care Programs because of having engaged in fraud, abuse or misconduct as well as any other mandated governmental exclusion listing, the employee is subject to immediate dismissal without notice.
- Falsification of information on a job application or credential materials may result in immediate dismissal.
- As of August 9, 2011, the Explanation of Service Basis, Standard Period of Service and Periods of Payments can be found at **https://nessie.uihr.uillinois.edu/pdf/personal_info/ExplanationofServiceBasis.pdf** If this link is no longer available, the terms in effect for this NOA can be found at the internet location where this document is viewable.
- Athletics Year-Round Service: Service is required on a year-round basis during specified period of payment. Fifteen personal paid leave days are provided on an annual basis, pro-rated in the event of a partial year's service period, in lieu of any other University vacation benefits. These personal days are non-accruable and non-compensable at time of separation from the University or in the event of appointment change to a different service basis. Use of personal paid leave days must be requested in advance by employee request and approved by the supervisor. Other paid leave days are: University/Campus designated holidays; floating holidays per campus guidelines; and eligibility for paid sick leave per University guidelines.

- An asterisk (*) symbol following the Job number indicates that all or a portion of this appointment is made on the condition that employment and payment is contingent upon receipt of funds. For appointments made "subject to receipt of funds" (such as those from grants or contracts), the University reserves the right to terminate the appointment prior to the Period of Payment End Date if the grant(s) or other source of funding for the position has ended. For such appointments, the University reserves the right to terminate the appointment prior to the Period of Payment End Date if the grant or source of funds for the position becomes unavailable, and will provide prior notice, if applicable, in accordance with the notice periods set forth in Article IX(11)(b)(2) of the University of Illinois Statutes. If an asterisk (*) symbol does not appear next to the Job number on this Notification of Appointment, your appointment is not subject to the receipt of funds and not subject to earlier termination based on the loss of such funding.

  Regardless of past source of funds supporting the position(s) above, presence or absence of the * symbol indicating "subject to receipt of funds" indicates funding status as of the generation date of this Notification of Appointment.

  For an academic professional employee who is entitled to notice of nonreappointment and whose position is supported by multiple sources of funds, calculation of minimum length of notice of nonreappointment will be based on the relevant funds for the portion of the appointment for which a notice of nonreappointment is issued, or on the predominant source of funds in the case of elimination of the position.
- Unless you notify your unit(s) to the contrary within 30 days of the Generation Date of this document, your acceptance of this appointment will be presumed. If you have questions regarding your appointment, please contact your unit office.

UB2327-00 Effective: 02-01-2018 INTERCOLLEGIATE ATHLETICS - MULTI-YEAR CONTRACT

UB2327-00 Effective: 02-01-2018 TERMINATION OF THIS APPOINTMENT IS SUBJECT TO PROVISIONS OF THE EMPLOYMENT AGREEMENT FOR MULTI-YEAR APPOINTMENT IN EFFECT AT THE TIME OF SUCH ACTION.

UB2372-00 Effective: 02-01-2018 INTERCOLLEGIATE ATHLETICS - MULTI-YEAR CONTRACT

UB2372-00 Effective: 02-01-2018 TERMINATION OF THIS APPOINTMENT IS SUBJECT TO PROVISIONS OF THE EMPLOYMENT AGREEMENT FOR MULTI-YEAR APPOINTMENT IN EFFECT AT THE TIME OF SUCH ACTION.

UB2372-01 Effective: 02-01-2018 INTERCOLLEGIATE ATHLETICS - MULTI-YEAR CONTRACT

UB2372-01 Effective: 02-01-2018 TERMINATION OF THIS APPOINTMENT IS SUBJECT TO PROVISIONS OF THE EMPLOYMENT AGREEMENT FOR MULTI-YEAR APPOINTMENT IN EFFECT AT THE TIME OF SUCH ACTION.

APPOINTMENT IN THE DIVISION OF INTERCOLLEGIATE ATHLETICS IS SUBJECT TO ADDITIONAL TERMS OF EMPLOYMENT, DIVISION OF INTERCOLLEGIATE ATHLETICS, UIUC LOCATED AT **https://nessie.uihr.uillinois.edu/pdf/personal_info/DIA_UIUC.pdf**.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is between the Board of Trustees of the University of Illinois (the "University") and Lovie L. Smith ("Head Coach"). It contains the entire agreement of the parties and supersedes and replaces all verbal or written agreements between the parties.

1. Purpose and Recitals.

WHEREAS, the University sponsors an intercollegiate athletics program, known as the Division of Intercollegiate Athletics ("DIA"), which participates as a member of the Football Bowl Subdivision ("FBS") of the National Collegiate Athletic Association ("NCAA") and a founding member of the Big Ten Conference ("Big Ten");

WHEREAS, the University desires to employ the Head Coach for a term of March 7, 2016, through January 31, 2022 (the "Contract Term");

WHEREAS, the Head Coach has expressed commitment (subject to the terms and conditions of this Agreement) that he will serve the entire Contract Term, a commitment by the Head Coach being critical to the University's desire to run a stable and successful athletics program; and

WHEREAS, the University has expressed commitment (subject to the terms and conditions of this Agreement) that it will continue to employ the Head Coach for the entire Contract Term, a commitment essential to induce the Head Coach to enter into this Agreement.

NOW, THEREFORE, the University agrees to employ the Head Coach, and the Head Coach agrees to be employed by the University, based upon the following terms and conditions.

2. **Certain Definitions**. For purposes of this Agreement, the following capitalized terms and variations thereof have the meanings specified or referred to in this **Section 2:**

2.1. "Applicable Portion" shall mean the amount of Liquidated Damages that the University determines is necessary to satisfy all applicable state and federal income and employment tax withholding on all or a portion of the Liquidated Damages that are taxable before the scheduled payment dates pursuant to Section 457(f) of the Code.

2.2. "Athletic Director" shall mean the Director of DIA, or his designee.

2.3. "Cause" shall mean the occurrence of any event listed in **Section 5.2**, which shall be determined in the University's sole discretion.

2.4. "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.5. "Competing Position" shall mean any coaching-related employment, including without limitation any head coach or assistant coaching position with, any college, university, professional or semi-professional athletic team.

2.6. "Contract Year" shall mean the twelve (12) month period commencing February 1 and ending the following January 31, except the first Contract Year will begin on March 7, 2016, and end on January 31, 2017.

2.7. "Football Program" shall mean the University's varsity intercollegiate football program.

2.8. "Governing Body" shall mean the University, DIA, the NCAA, the Big Ten or any other governing body having oversight of the athletic programs or employees of the University or the authority to promulgate regulations related thereto.

2.9. "Governing Rules" shall mean the NCAA Rules and the Other Applicable Rules, collectively.

2.10. "HFC" shall mean the position of Head Varsity Coach – Football, as generally described in Exhibit A attached hereto and incorporated herein, together with the specific duties and obligations of the Head Coach described in this Agreement.

2.11. "Liquidated Damages" shall mean the amounts payable to the Head Coach as provided in **Section 5.1**.

2.12. "NCAA Rules" shall mean the rules promulgated by the NCAA and its applicable divisions, including without limitation, the Constitution and Bylaws of the NCAA, as amended, in effect and interpreted by the NCAA from time to time. With respect to a violation of NCAA Rules, the following additional defined terms shall apply:

2.12.a. "Level I" violation of NCAA Rules shall mean a severe breach of conduct under Section 19.1.1. of the NCAA Bylaws, or its successor.

2.12.b. "Level II" violation of NCAA Rules shall mean a significant breach of conduct under Section 19.1.2. of the NCAA Bylaws, or its successor.

2.12.c. "Level III" violation of NCAA Rules shall mean a breach of conduct or violation under Section 19.1.3. of the NCAA Bylaws, or its successor.

2.12.d. "Level IV" violation shall mean an incidental infraction under Section 19.1.3 of the NCAA Bylaws.

2.13. "Offset Position" shall mean any athletically-related employment or consulting relationship, including without limitation any head coach or assistant coaching or athletic position with, or consulting or other services of any kind provided to, any college, university, professional or semi-professional athletic team or any athletic conference, organization, league or association, or any other sports-related position with any media entity.

2.14. "Other Applicable Rules" shall mean state or Federal law or the rules or policies promulgated by a Governing Body, as amended, in effect and interpreted by the applicable body from time to time.

2.15. "Staff Compensation Funds" shall mean the resources provided by the University to compensate assistant football coaches and additional staffing as outlined in **Section 6.1.**

3. Responsibilities of the Head Coach.

3.1. Recognition of Duties. The Head Coach will serve as HFC at the University of Illinois, Urbana-Champaign campus. He will perform the duties set forth in this Agreement, and he shall report to the Athletic Director. Subject to the other provisions of this Agreement, the Head Coach shall devote his full business time, skill, and attention to the performance of his duties as HFC.

3.2. Duties and Responsibilities. Without limiting the description of responsibilities contained on Exhibit A, attached hereto, the specific duties and responsibilities of the HFC are set forth below. In general, these duties include those which may reasonably be assigned by the

Athletic Director and all such duties commensurate with the position of head coach of a FBS football program, including, e.g., primary authority and responsibility for recruiting, evaluating, supervising, training, and coaching student-athletes; hiring, supervising, and evaluating assistant coaches and additional support staff; representing in a positive fashion the University and the athletic programs in private and public forums, including with donors, program supporters, fans, media, and various other constituencies, on and away from campus; and adhering to a budget as approved by the Athletic Director. The specific responsibilities of the HFC include, but are not limited to, the following, which supplement and do not supersede other duties and responsibilities provided for elsewhere in this Agreement:

3.2.a. The Head Coach will be responsible for the supervision, training and evaluation of student-athletes in an effort to compete against major college competition and for all customary coaching decisions, including, without limitation, the systems and strategies used on the field (both in practice and actual game play); conduct of practice and training; selection of team members; deployment of players; oversight of players, coaches and staff during games; and all other matters involving football operations.

3.2.b. The Head Coach will use best efforts to ensure that he, staff members associated with the Football Program, and student-athletes, individually and collectively, comply with the academic mission, standards, and requirements of the University. This includes, but is not limited to, best efforts to ensure student-athlete eligibility; compliance with University academic policies, including monitoring and encouraging regular progress toward an academic degree; and integration of team members into the broad spectrum of academic life available at the University. The parties acknowledge and agree

they are committed to promoting an environment aimed at improving the academic performance of student-athletes involved with the Football Program.

3.2.c. The Head Coach will use best efforts to ensure that he, staff members associated with the Football Program, and student-athletes, individually and collectively, create an environment that prioritizes, ahead of all else, student-athlete physical, mental, and emotional health and well-being.

3.2.d. The Head Coach will use best efforts to ensure that he, staff members associated with the Football Program, and student-athletes, individually and collectively, recruit such prospective student-athletes as necessary to field a nationally competitive team while adhering to University and DIA admissions standards and policies.

3.2.e. The Head Coach will use his best efforts to promote good conduct, both on and off the field, and to enforce disciplinary rules and sanctions fairly and uniformly for all student-athletes in the Football Program to encourage academic and moral integrity and excellence.

3.2.f. The Head Coach has both the authority and responsibility to make decisions regarding the hiring, continued employment, job titles, compensation (within the budget of Staff Compensation Funds set forth herein), and dismissal of any University employee whose compensation is paid from the Staff Compensation Funds, subject to University policies and approval of the Athletic Director. The Head Coach will supervise these employees, including their compliance with the Governing Rules. The Head Coach acknowledges and agrees that he will have no authority regarding employment decisions (e.g., supervising, hiring, terminating) affecting staff working in support of the Football

Program in the areas of compliance, academic affairs, sports medicine, or equipment. He will, however, have the opportunity to provide input on the performance of such employees to the Athletic Director or other appropriate supervisory authorities and, when such positions are hired, to meet any candidates and to provide input to the Athletic Director or other hiring authorities.

3.2.g. The Head Coach shall make himself available to participate in a reasonable number of alumni events; public appearances; donor stewardship; and events, meetings, and activities with charitable, sponsorship, promotional, and/or recruitment purposes, as reasonably requested by the Athletic Director or other DIA staff members.

3.2.h. The Head Coach shall make himself available to perform a reasonable number of services on television, radio, internet, and other media as reasonably requested by the Athletic Director or other DIA staff members.

3.2.i. The Head Coach will comply with all shoe, apparel, and other contracts into which the University has entered and will not take actions incompatible with such contracts.

3.2.j. The Head Coach will use best efforts to comply with and implement all applicable standards and requirements of the University, the Football Program, and the Governing Rules, including, but not limited to, effectively stewarding the budget for the Football Program, cooperating with the University in conducting background checks before hiring new employees, promoting an environment committed to diversity and inclusivity, and immediately and properly reporting information related to sexual assault or abuse.

3.4. NCAA, Big Ten, and University Policies, Rules and Regulations.

3.4.a. The Head Coach shall abide by and comply with the Governing Rules. The Head Coach will also use best efforts to ensure compliance with the Governing Rules by the Football Program's student-athletes, assistant coaches, and all other Football Program personnel. In the event that the Head Coach becomes aware, or has reasonable cause to believe, that violations of the Governing Rules may have taken place in connection with the Football Program, he shall report it promptly to the Athletic Director and the head of DIA's compliance office, as that person might be designated from time to time. The Head Coach shall cooperate fully with University efforts to establish, educate, investigate, and enforce the Governing Rules.

3.4.b. If the Head Coach is determined by a Governing Body to have committed any violation of the Governing Rules, the Head Coach may be subject to other disciplinary or corrective action short of dismissal for Cause, which may include, but is not limited to, the following: suspension for a period of time not to exceed thirty (30) days without pay; public or private reprimand or other disciplinary or corrective action which may be authorized by the provisions of any Governing Rules.

3.5. The Head Coach recognizes he is a highly visible representative of the University of Illinois and that his actions and conduct reflect upon the reputation, integrity, and credibility of the institution and the Head Coach. The Head Coach shall represent the University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or the Football Program. The Head Coach shall perform his duties and personally comport himself at all times in a manner consistent with the high moral, ethical and academic

standards of the University and its athletic department. Without limiting the generality of the foregoing, the Head Coach will comply with all requirements of the Conduct Expectations for Coaches, attached hereto as Exhibit D and incorporated herein. The Conduct Expectations for Coaches may be modified from time to time by DIA and the University and such modification shall be binding upon the Head Coach upon delivery to Head Coach.

4. Terms of Employment, Compensation and Benefits.

4.1. Term of Agreement and Employment. As identified above, the Contract Term shall be from March 7, 2016, through January 31, 2022.

4.2. Compensation. As annual compensation for the services performed hereunder, Head Coach shall be paid a base salary ("Base Salary"), as well as additional compensation ("Additional Compensation") related to television, radio, education, public relations, and promotional activities. For purposes of this Employment Agreement, the sum of Base Salary and Additional Compensation shall be defined as "Total Guaranteed Compensation." In addition, he will have the opportunity to qualify for incentive compensation tied to goals established by and at the discretion of the Athletic Director ("Incentive Compensation") and to earn designated retention incentives ("Retention Incentives").

4.2.a. Total Guaranteed Compensation shall be earned annually according to the following schedule:

Year	Base Salary	Additional Comp.	Total
1) 03/07/2016-01/31/2017	$407,692	$1,400,000	$1,807,692
2) 02/01/2017-01/31/2018	$800,000	$2,200,000	$3,000,000

Year	Base Salary	Additional Comp.	Total
3) 02/01/2018-01/31/2019	$1,000,000	$3,000,000	$4,000,000
4) 02/01/2019-01/31/2020	$1,000,000	$3,000,000	$4,000,000
5) 02/01/2020-01/31/2021	$1,000,000	$3,000,000	$4,000,000
6) 02/01/2021-01/31/2022	$1,000,000	$3,000,000	$4,000,000

4.2.b. The Head Coach has the opportunity to earn Incentive Compensation according to the schedule attached hereto as Exhibit B.

4.2.c. The Head Coach shall earn a bonus of $1,000,000 if he is employed as HFC continuously through January 1, 2019; and an additional bonus of $1,000,000 if Head Coach is continuously employed as HFC through January 1, 2022. A Retention Incentive Payment shall be paid in a lump sum to the Head Coach within sixty (60) days after the date on which such Retention Incentive Payment is earned, assuming all other conditions are satisfied. If the Head Coach is not employed as HFC through the dates identified herein for any reason (including, but not limited to, death, disability, resignation, or termination with or without Cause or for Good Reason hereunder), then such Retention Incentive payment shall not be earned, be due, or be paid to the Head Coach, but instead the Head Coach's right to receive and/or the University's obligation to pay such Retention Incentive Payment shall be forfeited, waived and/or rendered null and void. Further, in the event that Head Coach resigns or terminates this Agreement for any reason other than for Good Reason, or if this Agreement is terminated by the University for Cause within sixty (60) days after the date on which such Retention Incentive Payment is paid to Head Coach, Head Coach shall forfeit all right, title and interest in and

to such Retention Incentive payment and shall repay such Retention Incentive Payment to University, within sixty (60) days after such termination.

4.3. Benefits.

4.3.a. The Head Coach will be eligible for all normal University benefits provided to coaches in DIA, including, but not limited to, group insurance, retirement, sick leave, and reimbursement for travel expenses in accordance with University and state policies as they may be modified from time to time, but excluding any vacation or sick leave or payment therefore.

4.3.b. The Head Coach shall receive prompt reimbursement for all reasonable expenses that he incurs in performance of his duties, in accordance with University policies.

4.3.c. The Head Coach will be provided, at his request, without cost, the use of up to two late model vehicles. The University shall also provide liability and comprehensive insurance on such vehicles at no cost to the Head Coach.

4.3.d. In accordance with University policies, the University will pay directly, or reimburse the Head Coach, for all reasonable costs directly associated with moving his household to the Champaign-Urbana area, and temporary housing costs, with approved receipts, up to a maximum of $25,000.

4.3.e. At the Head Coach's request, the University will pay all fees, dues, and assessments for a regular family membership for the Head Coach in a local country club.

4.3.f. The University will provide the following to the Head Coach, for his family's personal use during any and all home University of Illinois football games held in Memorial Stadium: (i) one suite in Memorial Stadium, including all tickets thereto; (ii) 2 VIP parking passes near Memorial Stadium; and (iii) up to 20 regular-season tickets.

4.3.g. The University will provide the Head Coach with up to 20 tickets for each away football game for his family's personal use, subject to availability of the same to University.

4.3.h. The University will provide the Head Coach with four season tickets to Illinois men's basketball, women's basketball, and volleyball games, along with 1 VIP parking pass to State Farm Center for basketball games, subject to parking pass availability.

4.3.i. The Head Coach's spouse will be permitted to travel on chartered transportation on a space available basis, in order to accompany or meet the Head Coach at University-related events, provided there is no significant additional cost to the University. It is understood that there may be situations where the Head Coach's spouse will need to accompany him for business purposes to represent DIA and the University. Such travel requests must be submitted by the Head Coach to the Athletic Director in writing in advance, documenting the business purpose and the Head Coach agrees to submit to the Athletic Director any other written reports regarding the same as may be required pursuant to University policies. Approved travel by the Head Coach's spouse will be reimbursed or paid directly according to then-current University travel payment policies.

The Head Coach acknowledges and agrees that, unless the benefits provided herein are used by Head Coach in such a manner that if the Head Coach paid for the property or service, the amount paid would be allowable as a deduction under section 162 or 167 of the Code (and adequately documented as such in the manner prescribed by the Other Applicable Rules), they will be reported as taxable income. The Head Coach agrees to submit to DIA, no more than one week following each game, a list of individuals to whom the Head Coach provided tickets and parking passes. The Head Coach may not sell or exchange complimentary tickets or passes or any other tangible or intangible property received from the University for payment or an item of value.

4.4. **Other Activities and Income**. The parties acknowledge the existence of outside opportunities that may result in additional income to the Head Coach, such as personal service agreements for supplemental income. The following terms and conditions shall apply to any such outside opportunities for the Head Coach:

4.4.a. University obligations are primary. Such outside activities shall not interfere with the full and complete performance by the Head Coach of his duties and obligations as a University employee, recognizing always that the Head Coach's primary obligations lie with the University and its students.

4.4.b. All Governing Rules shall be followed. In no event shall the Head Coach accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor, or engage in any other action, if such action would violate the

Governing Rules, including, but not limited to, the state ethics law, or University policy on outside compensation or conflict of interest, as now or hereafter enacted.

4.4.c. The Head Coach must obtain prior written approval from the Athletic Director, which shall not be unreasonably withheld, for all income and benefits from sources outside the University, including, but not limited to income from annuities; sports camps; housing benefits; television and radio programs; and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or distributors. Such activities must be consistent and compatible with University contracts. Prior written approval from the University's Trademark and Licensing Office is required to use, directly or by implication, the institution's name, logo, or other registered trademarks in the endorsement of commercial products or services for personal gain.

4.4.d. At the end of each calendar year, the Head Coach must provide the Athletic Director with a written report itemizing all outside compensation within the scope of **Section 4.4.c**, above, received during the year.

4.4.e. The Head Coach may not be identified in any commercial advertisement as an employee of the University, and the Head Coach's position or title, "Head Coach of the University of Illinois Football Team" (or any derivation thereof), may not be used as an identifier in such advertisement, without the prior written consent of the Athletic Director, which shall not be unreasonably withheld. In addition, the Head Coach may not use or be pictured in identifiable University facilities in commercial advertisements without the prior written consent of the Athletic Director. Any outside activities

undertaken shall be in conformance with state and University policies and regulations including the University's policy on outside compensation.

The Head Coach grants to the University the non-exclusive right to reasonably use, and the right to grant to others the reasonable use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images, or facsimile images for the purpose of promoting the University, DIA and the Football Program. The Head Coach acknowledges and agrees that, other than the payments under **Section 4.2**, he will receive no royalties or other payments for the use of his name or likeness from the University.

4.4.f. The University is responsible to compensate the Head Coach only for compensation identified in **Section 4.2** and the benefits identified in **Section 4.3**. Under no circumstances is, or shall, the University be responsible or legally liable for the existence, availability, continuation, alteration, compensation, or termination of any collateral opportunities, or other outside benefits.

5. Termination.

5.1. Termination Without Cause. The parties agree that the University may, at any time and prior to expiration of the Contract Term, terminate the Head Coach's employment under this Agreement without Cause upon notice provided by the University. If the University exercises this right, it will pay to the Head Coach the Liquidated Damages as provided herein, subject to the Head Coach's execution and delivery of a Release and Waiver in form attached hereto as Exhibit C.

5.1.a. If the Head Coach is terminated without Cause, University will pay to the Head Coach the following prorated amount of Total Guaranteed Compensation remaining for the Contract Term, subject to mitigation as provided in **Section 5.1.c**:

Contract Year of Termination	**Liquidated Damages**
1) 03/07/2016-01/31/2017	Prorated current year plus $19,000,000
2) 02/01/2017-01/31/2018	Prorated Contract Year 2 remaining Total Guaranteed Compensation plus $16,000,000
3) 02/01/2018-01/31/2019	Prorated Contract Year 3 remaining Total Guaranteed Compensation plus $12,000,000
4) 02/01/2019-01/31/2020	Prorated Contract Year 4 remaining Total Guaranteed Compensation plus $4,000,000
5) 02/01/2020-01/31/2021	Prorated Contract Year 5 remaining Total Guaranteed Compensation plus $2,000,000
6) 02/01/2021-01/31/2022	Prorated remaining Total Guaranteed Compensation

5.1.b. If the University reasonably determines that Section 457(f) of the Code will require that some or all of Liquidated Damages payments to the Head Coach to be taxable to the Head Coach before their scheduled payment dates, the University shall pay the Applicable Portion of the Liquidated Damages to the Head Coach on the date which is 60 days following the date of termination. The remaining portion of the Liquidated Damages shall be payable according to the following schedule:

Date of Termination	**Payment Date(s) of Liquidated Damages**
03/07/2016-01/31/2019	Equal monthly payments, beginning on the last day of the month following the month in which the termination is effective and ending on January 31, 2022.
02/01/2019-01/31/2020	Two equal payments, the first of which shall be due on the date which is 60 days following the date of termination and the second of which is due on the one year anniversary of the date of termination.

Date of Termination	Payment Date(s) of Liquidated Damages
02/01/2020-01/31/2022	A single payment which shall be due on the date which is 60 days following the date of termination.

The parties intend that the provisions of this Agreement comply with, or meet an exemption from, Section 409A of the Code, and the regulations thereunder and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties thereunder, and neither party shall have the right to accelerate, defer or otherwise modify the manner of payment of Liquidated Damages set forth in this **Section 5.1.b**. Further, any (a) reimbursements or in-kind benefits provided to the Head Coach that are subject to Section 409A of the Code, and (b) right of the University to offset or otherwise reduce any sums that may be due or become payable by the University to the Head Coach, shall be payable in accordance with and subject to any limitations imposed by Section 409A of the Code. For purposes of Section 409A of the Code, each payment of Liquidated Damages shall be treated as a separate payment of compensation, and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

5.1.c. Regardless of the date of termination, any such payments shall be reduced by the gross amount of earnings or other payments the Head Coach may subsequently receive, or earn and defer receipt of, from any Offset Position. The Head Coach agrees to make reasonable ongoing efforts in seeking employment in an Offset Position commensurate with his experience, in good faith, and to immediately notify the University of his employment and the compensation such employment provides. The Head Coach agrees to return to University any payments already made that would be

subject to mitigation. The Head Coach may retire without attempting to mitigate damages, and the Head Coach shall not be required to accept an employment or consulting offer that the Head Coach reasonably regards as unacceptable. Should the Head Coach choose to retire but later return to work in any other capacity as described herein at any time during the Contract Term, mitigation of payment obligations will remain in effect, including the Head Coach's obligation to return payments already made.

5.1.d. Full payment by the University in accordance with the provisions of this section will constitute a full release of any employment-based claim relating to such termination that the Head Coach might otherwise assert against the University, or any of its representatives, agents, or employees, as more fully set forth in the form of Release and Waiver attached hereto as Exhibit C.

5.1.e. Except for the obligation to pay to the Head Coach the Liquidated Damages, if the University terminates the Head Coach's employment without Cause as specified herein, all of the University's obligations (to the extent not already accrued) to the Head Coach shall cease as of the effective date of such termination. In no case shall the University be liable for the loss of any Base Salary, Additional Compensation, Incentive Compensation, Retention Incentive or any other amount hereunder, collateral business opportunities or any other benefits, perquisites, or income from third parties resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination of the Head Coach's employment under this Agreement without Cause.

5.1.f. All obligations of the Head Coach under this Agreement or otherwise associated with his employment by the University shall cease as of the effective date of such termination under this section.

5.2. **Termination for Cause**. The University has the right to terminate the employment of the Head Coach for Cause, which shall be determined in the University's sole discretion, in the event of any the following:

5.2.a. Serious violations of the NCAA Rules, including:

5.2.a.i. Any Level I or Level II violation of NCAA Rules by or involving the Head Coach, as reasonably determined by the University;

5.2.a.ii. Any Level I or Level II violation of NCAA Rules by or involving an assistant coach or other individual related to the Football Program that, in the reasonable judgment of the University, the Head Coach knew or should have known about with reasonable diligence and oversight;

5.2.a.iii. Multiple Level III or Level IV violations of NCAA Rules by or involving Head Coach, as reasonably determined by the University, or by an assistant coach or other individual related to the Football Program and for which the University reasonably determines Head Coach knew or should have known about with reasonable diligence and oversight;

5.2.a.iv. Failure to report any and all Level I, II, III, or IV violations of the NCAA Rules, of which the University reasonably determines that Head Coach knew or should have known about with reasonable diligence and oversight;

5.2.a.v. Any violation of Section 11.1.2.1 of the NCAA Bylaws, or its successor; or

5.2.a.vi. any other violation of NCAA Rules that may result in any monetary penalties, loss of scholarships or prohibition on post-season participation by the Football Program imposed by any Governing Body.

5.2.b. Any material violation of the Other Applicable Rules, as reasonably determined by the University, by Head Coach or by an assistant coach or other individual related to the Football Program and for which the University reasonably determines Head Coach knew or should have known about with reasonable diligence and oversight.

5.2.c. Any breach of **Section 5.6.b** of this Agreement.

5.2.d. A substantial failure to perform responsibilities under the Employment Agreement following written notice from the Athletic Director specifying such failure and providing, where practicable, a ten (10) day opportunity to cure such failure;

5.2.e. Material fraud or dishonesty of the Head Coach in the performance of his duties or responsibilities;

5.2.f. Material fraud or dishonesty of the Head Coach in preparing, falsifying, submitting or altering documents or records of the University, NCAA, or Big Ten, or documents or records required to be prepared or maintained by the Governing Rules, or other documents or records pertaining to any recruit or student-athlete assisting another in such fraudulent or dishonest acts by any other person;

5.2.g. Failure by the Head Coach to reasonably respond accurately and fully, within a reasonable time, to any request or inquiry relating to the performance of the Head Coach's duties hereunder or during the Head Coach's prior employment at any other institution of higher education, propounded by a Governing Body or such other institution of higher education, or required by the Governing Rules, as reasonably determined by the University;

5.2.h. Head Coach's instruction to any coach, student or other person to respond inaccurately or incompletely to any request or inquiry, including any instruction to destroy or conceal any evidence or information, concerning a matter relevant to the University's students or athletic programs or other institution of higher education, propounded by a Governing Body or such other institution of higher education, or required by the Governing Rules, as reasonably determined by the University;

5.2.i. Head Coach's soliciting, placing, or accepting a bet on any intercollegiate or professional athletic contest; the Head Coach's expressly permitting, condoning or encouraging any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest; or the Head Coach's furnishing information or data relating in any manner to football or any other sport to any individual known by the Head Coach or whom the Head Coach should reasonably know to be involved in gambling, betting or bookmaking;

5.2.j. Sale, use or possession by the Head Coach of any narcotics, drugs, controlled substances, steroids or other chemicals (excluding any such substances which are prescribed by the Head Coach's physician and taken consistent with the instructions

provided by said physician), in violation of the Governing Rules, or Head Coach's encouraging or condoning such sale, use or possession by a student-athlete, assistant coach, or other athletic staff member;

5.2.k. Use or consumption by the Head Coach of alcoholic beverages, drugs, controlled substances, or other chemicals (excluding any such substances which are prescribed by the Head Coach's physician and taken consistent with the instructions provided by said physician), so as to materially impair the Head Coach's ability to perform his duties;

5.2.l. Failure by the Head Coach to cooperate in the enforcement of any drug testing program established by a Governing Body for student-athletes; or

5.2.m. The Head Coach's commission of or participation in any act, situation or occurrence, that, in the University' s judgment, brings the Head Coach or the University into public disrepute, embarrassment, contempt, scandal or ridicule; or failure by the Head Coach to conform his personal conduct to conventional and contemporary standards of good citizenship, in a manner that offends prevailing social mores and values or reflects unfavorably on the University's reputation and overall mission and objectives, including violation of any policy of the University applicable to the Head Coach or any Governing Rule involving moral turpitude.

5.3. If the University terminates the Head Coach's employment for Cause as specified in **Section 5.2**, it shall be without liability to the Head Coach, or any other penalty. Specifically:

5.3.a. All of the University's obligations to make further payments and/or to provide any other consideration under this Agreement or otherwise, except to the extent already vested, shall cease as of the date of termination. In no case shall the University be liable for the loss of any Base Salary, Additional Compensation, Incentive Compensation, Retention Incentive or any other amount hereunder, collateral business opportunities or any other benefits, perquisites, or income from third parties resulting from activities such as, but not limited to, camps, clinics, media appearances, television or radio shows, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination of the Head Coach's employment under this Agreement for Cause.

5.3.b. All obligations of the Head Coach under this Agreement or otherwise associated with his employment by the University shall cease as of the effective date of such termination under **Section 5.2**.

5.4. **Termination by the Head Coach**. The Head Coach shall have the right to terminate this Agreement for "Good Reason" in the event that the University breaches **Section 4.2 or Section 5.6.c** of this Agreement and the University fails to cure such breach within ten (10) days of the University's receipt of written notice from the Head Coach detailing such breach. In the event that the Head Coach terminates this Agreement for Good Reason as aforesaid, he shall be entitled to the Liquidated Damages set forth in **Section 5.1.a**.

5.5. **Disability, Death, or Inability**. This Agreement will terminate automatically upon the Head Coach's death or disability (which for purposes of this section shall mean the Head Coach is unable to satisfy his duties and responsibilities as set forth in **Section 3.2** by

reason of any medically determinable physical or mental impairment which continues for at least six (6) consecutive months and can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. All obligations of the University to make further payments and/or to provide other consideration, under this Agreement or otherwise, except to the extent already vested, shall cease immediately in the event such death or disability occurs.

5.6. Non-Competition.

5.6.a. The parties covenant and agree that the competitiveness and success of the Football Program affects the overall financial health and welfare of DIA and that the University maintains a vested interest in sustaining and protecting the well-being of the Football Program, including, but not limited to, the recruitment of prospective student-athletes to the institution and the financial integrity of its athletics programs. To avoid harming the University's interests, the Head Coach covenants and agrees that, subject to **Section 5.6.b**, prior to the stated expiration date of the Contract Term or any mutually agreed upon extensions of the Contract Term, for any reason whatsoever, the Head Coach, and/or any individual or entity acting on the Head Coach's behalf, shall not seek or accept any Competing Position. This covenant not to compete shall survive the termination of this Agreement by the University with Cause, or any termination of this Agreement by Head Coach without Good Reason, however, shall not apply if the University exercises its right to terminate this Agreement without Cause or if the Head Coach terminates this Agreement for Good Reason.

5.6.b. Without limiting any of the foregoing provision of this Agreement, during the Contract Term, the Head Coach and/or any individual or entity acting on the Head Coach's behalf, shall not communicate, whether directly or indirectly, with any prospective employer (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employer) regarding any Competing Position without first receiving permission from the Athletic Director.

5.6.c. During the Contract Term, the University shall not communicate, whether directly or indirectly, with any prospective employee (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employee) regarding the Head Football Coach position.

5.6.d. If, during the Contract Term, the Head Coach accepts employment in a Competing Position, the University shall be paid (from the Head Coach or such other successor employer) as compensation for University's lost goodwill and competitive advantage, the applicable amount set forth below:

Contract Year	**Liquidated Damages**
1) 03/07/2016-01/31/2017	$6,500,000
2) 02/01/2017-01/31/2018	$6,000,000
3) 02/01/2018-01/31/2019	$5,500,000
4) 02/01/2019-01/31/2020	$5,000,000
5) 02/01/2020-01/31/2021	$4,500,000
6) 02/01/2021-01/31/2022	$0

Such payment shall be made in a single lump sum, due on or before the commencement date of the Head Coach's services in connection with such Competing Position.

5.6.e. The parties acknowledge that the University will incur administrative, recruiting and resettlement costs, and the possible loss of other revenues, and that the exact magnitude and nature of such damages are difficult to determine with certainty. Accordingly, the parties agree to this liquidated damages provision. All other obligations of the University hereunder shall cease as of the effective date of termination, except that the Head Coach shall be entitled to any Base Salary or Additional Compensation which was earned or accrued prior to the Head Coach giving notice of resignation, as applicable.

6. Football Staffing and Scheduling.

6.1. The University will provide the Football Program with the Staff Compensation Funds outlined below:

6.1.a. A salary fund of up to $4,000,000 will be reserved exclusively for nine Assistant Varsity Coaches – Football for each contract year. In addition, Assistant Varsity Coaches – Football will have the opportunity to earn incentive compensation, eligibility for which will be specified in their respective contracts. The total of available incentive compensation for the Assistant Varsity Coaches – Football will not be less than $270,000 for team performance in the Big Ten; $220,000 for team qualification and performance in post-season play; and $220,000 for team academic performance.

6.1.b. A salary fund of up to $1,200,000 will be reserved exclusively for other staff associated with the Football Program, including, but not limited to, personnel in the areas of operations, recruiting, and strength and conditioning.

6.1.c. The Head Coach shall have available a discretionary bonus pool of not less than $90,000 in each contract year, with such funds available for incentive payment to any staff person associated with the Football Program; provided that such amount may not be made available to the Head Coach in any contract year in which the Football Program is determined to have committed a violation of any Governing Rule. Any such payments must be made subject to approval of the Athletic Director and pursuant to any applicable University policies, including without limitation, any applicable University policy related to incentive compensation payable to non-coaching staff with sport-specific responsibilities.

6.1.d. Any increase in Staff Compensation Funds shall be subject to approval of the Athletic Director. The amounts paid to staff members will be determined by the Head Coach, subject to the approval of the Athletic Director. No amount of this salary is available for or allowed to be paid to the Head Coach.

6.2. The Head Coach and Athletic Director shall have joint responsibility for game scheduling with final responsibility resting with the Athletic Director.

7. **Summer Camp**. During his appointment as HFC, the Head Coach is responsible for directing the University's summer football camp providing all services necessary and incidental to such position. Total coaching staff compensation will be based on and will not exceed 90 percent of the net profit of the camp, as reasonably calculated by the University after payment of

all direct expenses, which shall be payable (less all applicable deductions and withholding required by the Other Applicable Rules) within 90 days of the completion of camp. Coach shall recommend to the Athletic Director the allocation of compensation for all coaches for summer camp duties; provided that the University's obligation to pay such compensation shall be conditioned upon the execution of the University's then current form of DIA Summer Camp Service Agreement by the University, the Head Coach and such other camp coaches and staff.

8. Governing Law and Immunities.

8.1. All questions concerning the construction, validity, and interpretation of this Agreement will be governed by the laws of Illinois, to the extent not governed exclusively by federal law.

8.2. It is expressly agreed and understood between the parties that the University is an instrumentality of the State of Illinois 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.

9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule, such invalidity, illegality or unenforceability will not affect any other provision hereof, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

10. Liability for Payment. The University assumes no liability for payment beyond the

availability of its annual appropriation from the State of Illinois (if State appropriated funds are used to pay the Head Coach's salary), but if its annual appropriation is deficient, the University agrees to give the Head Coach written notice of said fact, and agrees that the Head Coach shall have the right to terminate this Agreement immediately in the event of such an occurrence without any further liability or obligation to the University.

11. **Waiver**. No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement 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.

12. **Amendments**. Except as otherwise provided herein, this Agreement shall not be amended, except by a written instrument duly executed by each of the parties hereto in accordance with normal University procedures. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are voided and superseded by this Agreement.

This Agreement is made as of the date of the last signature below.

COACH: LOVIE L. SMITH

[redacted] 9-8-16

Lovie L. Smith **Date**

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

[redacted] 9/6/16

Walter K. Knorr **Date**
Vice President & Comptroller

Approved:

[redacted] 9/8/16

Josh Whitman **Date**
Director of Athletics

[redacted] 9/8/16

Barbara J. Wilson **Date**
Chancellor

Approved as to Legal Form:

[redacted] 9/8/16

Office of University Counsel **Date**

University of Illinois at Urbana-Champaign Division of Intercollegiate Athletics

EXHIBIT A – HFC DESCRIPTION

University Position Title: Head Varsity Coach, Football – Division of Intercollegiate Athletics

Primary Position Function/Summary: Responsible for planning, development and administration of all phases of the Football program.

Organizational Relationship

Chancellor
Director, Division of Intercollegiate Athletics
Head Varsity Coach, Football
Assistant Varsity Coaches, Academic Professional and Civil Service Employees

Duties and Responsibilities

1. Recruit and manage the recruitment of student athletes.
2. Conduct usual and customary coaching activities and decisions including game strategies and decisions, conduct of practice and training, selection of team members, deployment of players, and all other matters involving football operations.
3. Supervise, evaluate, train, and coach student-athletes in an effort to compete against major college competition.
4. Diligently seek to foster the health, well-being and academic success of student-athletes.
5. Diligently seek to maintain conduct (both on and off the field) and enforce disciplinary rules and sanctions fairly and consistently for all student-athletes in order to encourage academic and moral integrity and excellence.
6. Foster a commitment to diversity and inclusiveness throughout the football program.
7. Select additional coaching personnel, and consistent with University policy and the authority of the Director, supervise assistant coaches and support staff for the football program.
8. Serve as an effective and efficient steward of the budget for the football program, subject to the authority and approval of the Director.
9. Represent the University and cooperate with the Division of Intercollegiate Athletics to fulfill requests from the news media, including appearances on radio and television.
10. Work compatibly and cooperatively with the staff and personnel in the Division of Intercollegiate Athletics.
11. Represent the University and its athletic program in a positive fashion, in both private and public forums, at national, state and local professional organization events.
12. Maintain knowledge of, and compliance with, specific NCAA, Big Ten Conference and institutional rules that relate to this position.
13. Adhere to the Division of Intercollegiate Athletics Coaches Code of Conduct.
14. Other duties and responsibilities appropriate for a Head Varsity Football Coach.

University of Illinois at Urbana-Champaign Division of Intercollegiate Athletics

EXHIBIT B – INCENTIVE COMPENSATION

The Head Coach shall be eligible for the following incentive compensation structure. To receive a bowl bonus, the Head Coach must serve as the coach in the game specified, or as of the date the event occurs. Any such bonuses shall be payable within sixty (60) days of being earned.

EVENT	PROPOSED AMOUNT
Performance within the Big Ten	
Big Ten Division Champion or Co-Champion	$50,000
Big Ten Championship Game Participant	$50,000
Big Ten Championship Game Winner	$100,000
Maximum Big Ten Performance Bonus	**$200,000 (above bonuses cumulative)**
Non-College Football Playoff ("CFP") Bowl Appearances	
Winning % of 50% or Better AND Appearance in a 4th Tier Bowl Game (e.g., Dallas, Detroit, or Other)	$10,000
Appearance in 3rd Tier Bowl Game (e.g., Music City, Pinstripe, Tax Slayer)	$50,000
Appearance in 2nd Tier Bowl Game (e.g., Capital One/Citrus, Holiday, Outback)	$100,000
Appearance in 1st Tier Bowl Game (non-CFP "New Year's Six Bowl Game, which could include Rose, Fiesta, Orange, Sugar, Cotton, and Peach Bowls)	$200,000
Maximum Non-CFP Bowl Bonus	**$200,000**
CFP Appearances	
CFP Semi-Final Game Participant	$200,000
CFP National Championship Game Participant	$125,000
CFP National Championship Game Winner	$200,000
Maximum CFP Bonus	**$525,000 (above bonuses cumulative)**
Coach of the Year Awards	
Big Ten Coach of the Year	$50,000
National Coach of the Year	$75,000
Maximum Award Bonus	**$125,000 (above bonuses cumulative)**
Administrative Achievements	
10% increase over prior year's paid attendance	$50,000
Team Cumulative GPA $\geq$ 2.50	$12,500 (per semester)*
Team Cumulative GPA $\geq$ 2.75	$25,000 (per semester)*
Team Cumulative GPA $\geq$ 3.00	$50,000 (per semester)*
Maximum Administrative Bonus	**$150,000 (*payments based on GPA thresholds not cumulative)**
MAXIMUM OF HEAD COACH TOTAL BONUS ELIGIBILITY: $1,000,000	

University of Illinois at Urbana-Champaign Division of Intercollegiate Athletics

EXHIBIT C – FORM OF RELEASE AND WAIVER

RELEASE AND WAIVER

This RELEASE AND WAIVER (this "Agreement") is entered into and made effective on the ___ day of _____, 20___ between the Board of Trustees of the University of Illinois (the "University") and Lovie L. Smith ("Head Coach").

WHEREAS, the parties entered into that certain Employment Agreement dated as of _____, 2016 (as may have been amended or restated from time to time, the "Employment Agreement"); and

WHEREAS, the University has terminated Head Coach's employment without Cause (as that term is defined in the Employment Agreement); and

WHEREAS, pursuant to the Employment Agreement, the University is obligated, subject to the terms and conditions found therein, to make certain payments to Head Coach; and

WHEREAS, as one condition precedent to the University's payment obligations to Head Coach, Head Coach must execute this Release and Waiver in favor of the University;

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Separation Date. The separation of Head Coach's employment by the University shall be effective on _____, 20___ (the "Separation Date").

2. General Release. In consideration of the promises made by University in this Agreement, the sufficiency of which is hereby acknowledged, Head Coach, on behalf of himself, his heirs and assigns, specifically agrees to fully and forever release and discharge University, its present and former trustees, officers, employees, volunteers, attorneys, agents of each of them and the heirs, successors and assigns of all of them (hereinafter collectively referred to as "the Released Persons") from any and all debts, claims, demands, damages, actions, administrative complaints or charges, and causes of action of any kind whatsoever, whether known or unknown or unforeseen, which Head Coach now has, claims to have or hereafter may have against the Released Persons, for or by reason of any matter, cause or thing, occurring at any time prior to or contemporaneous with the execution of this Agreement, including without limitation on the foregoing, those arising out of, or in any way related to the Employment Agreement, Head Coach's employment by University thereunder, and the separation of Head Coach's employment. Head Coach expressly releases and waives all claims, demands or causes of actions Head Coach may have against the Released Persons under all federal, state, and/or local laws regulating employment, including without limitation, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Equal Pay Act of 1963, as amended, the Americans With Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974

("ERISA"), as amended, and any other laws relating to employee benefits including, but not limited to, any retirement, health or welfare benefit plans, the Family and Medical Leave Act, the Fair Labor Standards Act, the Illinois Human Rights Act, and/or any municipal and/or local civil rights laws and ordinances, as amended, or any other claim, right, demand, suit or cause of action founded in tort, contract, public policy, estoppel or any other common law or equitable basis of action. Head Coach also expressly releases and waives any rights, claims, procedures or proceedings under the University's handbooks and policies.

3. No Pending Claims; Covenant Not to Sue or Assist. Head Coach states that he has no pending claims or charges against the Released Persons before any local, state or federal agency, and that he has no pending claims or lawsuits against Released Persons before any state or federal court or tribunal. Head Coach agrees that he will not file or maintain any suit, charge, complaint or other legal action in the future over any Released Person's conduct or obligation occurring prior to the execution of this Agreement. In addition, Head Coach agrees that he will not encourage any other person to file or pursue any grievance, lawsuit, cause of action or claim of any nature whatsoever against any of the Released Persons. Head Coach agrees that he will not be a party to any class action claim or lawsuit against the Released Persons and he will not voluntarily cooperate with any other person who files a grievance, lawsuit, cause of action, or claim of any nature whatsoever against the Released Persons, except as required by law or public policy. Head Coach agrees that in the event a charge, suit, complaint or other legal action, which has been waived, released or barred in this Agreement, is brought on Head Coach's behalf, Head Coach hereby waives and forfeits any right to recover anything from that action. In the event Head Coach nevertheless institutes a suit, charge, complaint or other legal action against any of the Released Persons, or accepts recovery under one brought on his behalf, Head Coach agrees, only to the extent permitted by law: (1) to immediately return to University the financial and other consideration provided by University as a result of this Agreement; and (2) to pay University its damages, costs and attorneys' fees incurred in enforcing this Agreement.

4. Voluntary and Knowing Waiver. In accordance with the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Head Coach states that his signature on this Agreement indicates that he understands and voluntarily gives up all rights and claims under the Age Discrimination in Employment Act through the date he executes this Agreement. Head Coach expressly understands that by execution of this document, he does not waive any rights or claims that may arise after the date that this Agreement is executed. Head Coach acknowledges that this waiver of rights and claims is given in exchange for University's promises and performance required by this Agreement, all of which exceed any amounts or obligations due Head Coach, and that this waiver is separate and distinct from any amounts payable to Head Coach pursuant to the Employment Agreement.

5. Consideration and Revocation Periods. Head Coach understands that he has twenty-one (21) days from receipt of this Agreement to execute it. Head Coach understands that he can revoke this Agreement at any time during the seven (7) day period after he executes it. This Agreement will become fully effective on the eighth (8^{th}) day after Head Coach signs and does not revoke it (the "Effective Date"). **If Head Coach fails to execute this document within twenty-one (21) days of receipt or revokes it during the seven (7) days following execution,**

University need not perform any part of this Agreement and this Agreement will be void entirely.

6. Non-Disclosure of University's Confidential Information and Return of University's Property. Head Coach expressly agrees not to use or disclose, any confidential or trade secret information of University, including but not limited to University's marketing and strategic plans, methods of operation, methodologies, financial condition and projections. Head Coach further agrees to immediately return any and all property to which any of the Released Persons has ownership or possessory rights, including but not limited to keys to University's facilities, computer equipment, and information relating to University's operations, financial condition, computer access codes or passwords, or databases.

7. Future Communications and Online Postings. Head Coach shall refrain from expressing (or causing others to express) any derogatory or negative statements or opinions (whether true or not) concerning University; his employment with University; any trustees, officers, employees, volunteers, attorneys, agents, students, faculty, employees or staff; or any other matters relative to University's operations. Head Coach represents that he has not made any such statements from the date that he was notified about his separation up until the date that he signed this Agreement. Head Coach understands that this restriction includes statements made in any forum and in whatever form, including the internet, such as comments made on or postings to online social or business networking websites, blogs, newsgroups, etc. (collectively "Electronic Media"). Head Coach also agrees not to take any actions or make any statements, including but not limited to any comments or postings on Electronic Media, which use University's name, proprietary information or intellectual property (such as trademarks, copyrighted or patented materials); or which otherwise suggest that Head Coach is affiliated with or speaking on behalf of University. To the extent there are any existing postings of that nature on any Electronic Media, except for those specifically authorized or requested by University, Head Coach agrees to take all necessary actions within his control to have them immediately removed or deleted. Head Coach agrees and acknowledges that these restrictions are reasonable and necessary to protect the University's legitimate business interests, reputation and goodwill.

8. Employee Representations. Head Coach hereby represents that the Liquidated Damages (as that term is defined in the Employment Agreement) constitute payment in full for all services performed by Head Coach for (or for the benefit of) University and there is no other compensation or benefits of any kind due and owing to him or which might become due and owing to him in the future in connection with his employment (including, without limitation, salary, wages, expense reimbursements, bonuses, commissions, overtime pay, leave, etc.). Head Coach further represents that he has not suffered or sustained any work-related injury or illness that would give rise to a claim under worker's compensation laws. Head Coach further represents that, if applicable, he has received all leave and benefits to which he may have been entitled under the Family and Medical Leave Act.

9. Cooperation. Head Coach agrees to cooperate and make himself available to University and its attorneys upon reasonable notice to consult with University, or its attorneys, to be deposed or to testify at any hearing or trial in connection with any claim, lawsuit or administrative proceeding about any matter involving his job responsibilities or to decisions

made or knowledge gained during his employment with University. University agrees to pay Head Coach's reasonable expenses associated with such cooperation.

10. Remedies. If Head Coach violates any portion of this Agreement or if any representations in this Agreement were knowingly false when made, in addition to any other remedy available to University at law or equity, he shall return all Liquidated Damages paid to him pursuant to the Employment Agreement and University's obligations to make any further payments thereunder, if any, shall be extinguished. In that event, Head Coach's obligations and releases herein shall remain valid and enforceable. In the event it becomes necessary for University to employ legal counsel or to bring an action at law or other proceedings, equitable or legal, to enforce any of the terms of this Agreement (including collection of Liquidated Damages amounts previously paid), University shall be entitled to recover its costs and reasonable attorney's fees from Head Coach.

11. Binding Nature. The terms of this Agreement shall be binding on and inure to the benefit of Head Coach, University and their respective successors, heirs and assigns.

12. No Admission of Wrongdoing. This Agreement is intended to finally and fully conclude the employment relationship between Head Coach and University and shall not be interpreted as an admission by either Head Coach or University of any wrongdoing or any violation of federal, state or local law, regulation, or ordinance. University specifically denies that it, or its employees, supervisors, representatives, or agents, has ever committed any wrongdoing whatsoever against Head Coach.

13. No Other Inducements. Head Coach affirms that the only consideration for signing this Agreement is that set forth in the Employment Agreement and that no other promises or assurances of any kind have been made to him by University, its attorneys, or any other person as an inducement for him to sign this Agreement.

14. Entire Agreement. The provisions contained in this Agreement constitute the entire Agreement between University and Head Coach with respect to the subject matter of this Agreement and may not be amended except by written instrument signed by both parties. The parties agree that no facts currently unknown to them, but which may hereinafter become known to them, shall affect in any way or manner the final unconditional nature of this Agreement.

15. Voluntary and Knowing Entry. Head Coach and University acknowledge that each have read this Agreement in its entirety. The parties acknowledge that they agree to, and understand, all of the terms and conditions of the Agreement, that they do so of their own free will and without coercion, and that they have had a reasonable opportunity to review and consider this document with an attorney of their choice. Head Coach and University agree that in deciding to execute this Agreement, they relied entirely upon their own judgment and that of any attorney or advisor utilized by them in assessing the merits of the Agreement.

16. Severability. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot for any reason be enforced, the parties agree that such determination shall not affect or invalidate the remainder of this Agreement.

17. Governing Law and Immunities. All questions concerning the construction, validity, and interpretation of this Agreement will be governed by the laws of Illinois, to the extent not governed exclusively by federal law. It is expressly agreed and understood between the parties that the University is an instrumentality of the State of Illinois 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.

This Agreement is made as of the date of the last signature below.

COACH: LOVIE L. SMITH

Lovie L. Smith **Date**

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Vice President & Comptroller **Date**

Approved:

Director of Athletics **Date**
Director of Athletics

Chancellor **Date**
Chancellor

Approved as to Legal Form:

Office of University Counsel **Date**

University of Illinois at Urbana-Champaign Division of Intercollegiate Athletics

EXHIBIT D – CONDUCT EXPECTATIONS FOR COACHES

Conduct Expectations for Coaches

Preamble:

Coaches employed by or volunteering to work for the Division of Intercollegiate Athletics ("DIA") serve highly visible and public roles as representatives of the University of Illinois ("University"). Additionally, DIA coaches serve as role models and mentors for *all* DIA student-athletes, not just the student-athletes on their teams. Therefore, it is imperative that whenever coaches represent the University in any capacity, they must: exemplify the values of honesty, integrity, and respectfulness; promote the safety and well-being of DIA student-athletes; uphold the University's and the DIA's commitment to providing student-athletes with a quality education; comply with all relevant rules, regulations and policies; and promote their student-athletes' compliance with all relevant rules, regulations and policies.

To that end, the DIA has established these Conduct Expectations for Coaches to provide fundamental professional guidelines for DIA coaches.

Scope:

As used in this policy, the term "Coaches" is defined as those who have direct contact with student-athletes, including head coaches, associate head coaches, assistant coaches, volunteer coaches and strength coaches.

Policy:

General Requirements:

1) Whenever coaches are performing their work responsibilities for the University (e.g. athletic contests, team practices and interactions with student-athletes or staff) or are, in any other way, representing the University (e.g. public events and when engaging the media), coaches shall conduct themselves with dignity and respect consistent with the standards set forth in this policy.
2) Coaches shall avoid using excessive profane language or vulgar gestures.
3) Coaches shall not demean or belittle: University student-athletes, employees or representatives; employees or student-athletes of other universities or colleges; referees or other officials; fans; and members of the public.
4) Coaches shall model fair play and sportslike[1] behaviors for all student-athletes.
5) Coaches must comply with the State of Illinois Gift Ban and, in addition, are strictly prohibited from accepting gifts, services, or items of value from parents of student-athletes, regardless of the value of the gifts, services or other items. This does not prohibit a coach from being included in a team meal when the parent of a student-athlete provides such a meal for the entire team in accordance with NCAA and University regulations.
6) Coaches shall establish an ethical standard for their team which requires that all members of the team (including student-athletes and any employees reporting to the coaches, including other coaches) comply with both the letter and the intent of all applicable federal and state laws and all applicable NCAA, Big Ten, University and DIA rules, regulations and policies.
   a) Coaches shall also set an ethical standard for all members of the team (including student-athletes and any employees reporting to the coaches, including other coaches) of immediately

[1] The Big Ten adopted the term "sportslike behaviors" in Principle 9 of *The Big Ten Conference Statement of Guiding Principles*.

reporting any actual, perceived or potential violations of such laws, rules, regulations and policies through the appropriate reporting mechanisms.

7) Coaches shall fully cooperate with all NCAA, Big Ten, government (local, state or federal), law enforcement (local, state or federal), University and DIA investigations.

Treatment of student-athletes:

8) Coaches shall not discriminate against or harass any student-athlete because of that student-athlete's race, religion, age, disability, gender, sexual orientation or any other category protected by the federal government, the State of Illinois, or the University.
9) Coaches shall not engage in threatening, abusive, or demeaning physical or verbal conduct towards student-athletes.
10) Coaches shall only engage in physical contact with student-athletes when such contact is necessary for instructional purposes, or in occasional appropriate supportive or congratulatory situations.
11) Coaches shall not require student-athletes to perform physical acts that:
    i) are not relevant to the student-athlete's sport but are, instead, intended to embarrass or degrade the student-athlete; or
    ii) compromise the health and safety of the athlete or are in conflict with restrictions or guidelines established by the medical or training staff.
12) Coaches' verbal interactions with student-athletes shall be for instructional and motivational purposes. Coaches shall not:
    i) excessively single out a student-athlete through negative interactions;
    ii) isolate a student-athlete by ignoring him or her; or
    iii) discuss individual student-athlete personal circumstances, medical history or disabilities with the media, other student-athletes, parents, friends or others outside the DIA, except to the extent the student-athlete designates in writing a person or persons (e.g., health care provider) who may receive particular information for a specified purpose (e.g., medical treatment or physical therapy).
13) Coaches shall not allow or support in any way, indirectly or directly, hazing as defined by law, or University and DIA policies. Further, coaches will support and promote the University's and the DIA's anti-hazing initiatives.
14) Coaches shall not retaliate against any student-athlete(s) who raise(s) concerns about a coach's compliance with these conduct expectations or any NCAA or Big Ten rule or DIA or University policy.

Managing student-athlete academic welfare:

15) Coaches shall promote and enforce policies that support their student-athletes' academic success and progress towards completion of their degrees.
16) Coaches shall not exert pressure on any University employee to give a student-athlete special consideration regarding any aspect of the student-athlete's admission standards or academic responsibilities or requirements.
    a) Coaches must route all communication regarding the admission status of prospective student-athletes through the Associate Athletics Director, Academic Services or his/her designee.
    b) Coaches must route all communication regarding the academic performance of student-athletes through the Associate Director of Athletics, Academic Services or his/her designee.

Managing student-athlete health and athletic welfare:

17) Coaches will collaborate with strength coaches and athletic trainers to create practice workouts that are efficient and adhere to sound safety, hygiene, conditioning, and hydration principles. Such practice workouts must also take into account weather and facility anomalies.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is made by and between **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS** ("University") and **Lovie L. Smith** ("Head Coach");

WHEREAS, the parties executed an employment agreement effective March 7, 2016 through January 31, 2022 ("Employment Agreement" or "Agreement"), whereby Head Coach agreed to provide services as Head Varsity Coach, Football at the University of Illinois Urbana-Champaign campus; and

WHEREAS, the parties now wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is amended as follows:

1. Section 4.3.c. is restated effective March 7, 2016, as follows:

   "The University shall make available to Head Coach, on a loan basis, two (2) dealer-provided automobiles for Head Coach's use, fully insured by the University. At the discretion of the Athletic Director, in lieu of a second dealer provided automobile, University may increase Head Coach's annual compensation by $8,000, payable in equal monthly installments, with such increase representing a vehicle allowance. The University's obligation to provide any such vehicle allowance and/or dealer-provided automobile shall cease at the discretion of the Athletic Director. For any dealer-provided automobile used by the Head Coach, the following rules apply:

(i) The University's obligation to provide any such automobile shall cease if (A) Head Coach fails or refuses to comply fully with the University's requirements for participation in the program, or (B) Head Coach fails, at any time, to maintain the automobile(s) in the same condition as at the time of receipt by Head Coach, reasonable wear and tear excepted;

(ii) Head Coach shall pay all operating expenses for the automobile(s) including without limitation, gasoline and any regularly scheduled maintenance (e.g., oil changes); and

(iii) Head Coach shall keep, maintain and provide to the appropriate University officials any and all written records concerning this **Section 4.3.c.** as may be required by a Governing Body.

If at any time, the University reasonably determines Head Coach has failed or refused to comply with any of the above-stated requirements, Head Coach shall return the automobile(s) to the University, immediately upon the request of the University, and shall have no right to receive another automobile, or allowance in lieu of an automobile, from or through, the University."

All other terms and conditions of the Employment Agreement, except as specifically modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Employment Agreement is made as of the date of last signature below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS:

By [redacted] 6-7-2018
Avijit Ghosh **Date**
Interim Comptroller

HEAD COACH:

[redacted] 6-2-18
Lovie L. Smith **Date**

Approved by:

[redacted] 6/7/18
Robert Jones **Date**
Chancellor

[redacted] 6/2/18
Josh Whitman **Date**
Athletic Director

Approved as to legal form:

[redacted] 6/5/18
Office of University Counsel

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement ("Second Amendment") is made by and between **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS** ("University") and **Lovie L. Smith** ("Head Coach");

WHEREAS, the parties executed an employment agreement effective March 7, 2016 through January 31, 2022 ("Employment Agreement" or "Agreement"), and amended said Employment Agreement on June 7, 2018, whereby Head Coach agreed to provide services as Head Varsity Coach, Football at the University of Illinois Urbana-Champaign campus; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term of the Agreement, adjust the Total Guaranteed Compensation schedule under Section 4.2.a., modify the University's Liquidated Damages schedules under Section 5.1.a. and Section 5.1.b., and amend Head Coach's Liquidated Damages schedule under Section 5.6.d.

NOW, THEREFORE, in consideration of the mutual covenants contained therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is amended as follows:

1. The expiration date of the Term in Section 4.1. of the Agreement is extended from January 31, 2022 to January 31, 2024.
2. Section 4.2.a. is hereby amended and replaced, as follows:

    4.2.a. Total Guaranteed Compensation shall be earned annually according to the following schedule:

Year	Base Salary	Additional Comp.	Total
1) 03/07/2016 – 01/31/2017	$407,692	$1,400,000	$1,807,692
2) 02/01/2017 – 01/31/2018	$800,000	$2,200,000	$3,000,000
3) 02/01/2018 – 01/31/2019	$1,000,000	$3,000,000	$4,000,000
4) 02/01/2019 – 01/31/2020	$1,000,000	$3,000,000	$4,000,000
5) 02/01/2020 – 01/31/2021	$1,000,000	$3,000,000	$4,000,000
6) 02/01/2021 – 01/31/2022	$1,000,000	$3,000,000	$4,000,000
7) 02/01/2022 – 01/31/2023	$1,000,000	$3,000,000	$4,000,000
8) 02/01/2023 – 01/31/2024	$1,000,000	$3,000,000	$4,000,000

3. Section 5.1.a. is hereby amended and replaced, as follows:

5.1.a. If the Head Coach is terminated without Cause, University will pay to the Head Coach the following prorated amount of Total Guaranteed Compensation remaining for the Contract Term, subject to mitigation as provided in **Section 5.1.c**:

Contract Year of Termination	Liquidated Damages
1) 03/07/2016 – 01/31/2017	Prorated current year plus $19,000,000
2) 02/01/2017 – 01/31/2018	Prorated Contract Year 2 remaining Total Guaranteed Compensation plus $16,000,000
3) 02/01/2018 – 01/31/2019	Prorated Contract Year 3 remaining Total Guaranteed Compensation plus $12,000,000
4) 02/01/2019 – 01/31/2020	Prorated Contract Year 4 remaining Total Guaranteed Compensation plus $4,000,000
5) 02/01/2020 – 01/31/2021	Prorated Contract Year 5 remaining Total Guaranteed Compensation plus $2,000,000
6) 02/01/2021 – 01/31/2022	$1,000,000
7) 02/01/2022 – 01/31/2023	$1,000,000
8) 02/01/2023 – 01/31/2024	Prorated Contract Year 8 remaining Total Guaranteed Compensation

4. Section 5.1.b. is hereby amended and replaced, as follows:

5.1.b. If the University reasonably determines that Section 457(f) of the Code will require that some or all of Liquidated Damages payments to the Head Coach to be taxable to the Head Coach before their scheduled payment dates, the University shall pay the Applicable Portion of the Liquidated Damages to the Head Coach on the date which is 60 days following the date of termination. The remaining portion of the Liquidated Damages shall be payable according to the following schedule:

Date of Termination	**Payment Date(s) of Liquidated Damages**
03/07/2016 – 01/31/2019	Equal monthly payments, beginning on the last day of the month following the month in which the termination is effective and ending on January 31, 2022.
02/01/2019 – 01/31/2020	Two equal payments, the first of which shall be due on the date which is 60 days following the date of termination and the second of which is due on the one-year anniversary of the date of termination.
02/01/2020 – 01/31/2024	A single payment which shall be due on the date which is 60 days following the date of termination.

The parties intend that the provisions of this Agreement comply with, or meet an exemption from, Section 409A of the Code, and the regulations thereunder and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties thereunder, and neither party shall have the right to accelerate, defer or otherwise modify the manner of payment of Liquidated Damages set forth in this **Section 5.1.b.** Further, any (a) reimbursements or in-kind benefits provided to the Head Coach that are subject to Section 409A of the Code, and (b) right of the University to offset or otherwise reduce any sums that may be due or become payable

by the University to the Head Coach, shall be payable in accordance with and subject to any limitations imposed by Section 409A of the Code. For purposes of Section 409A of the Code, each payment of Liquidated Damages shall be treated as a separate payment of compensation, and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments.

5. Section 5.6.d. is hereby amended and replaced, as follows:

5.6.d. If, during the Contract Term, the Head Coach accepts employment in a Competing Position, the University shall be paid (from the Head Coach or such other successor employer) as compensation for University's lost goodwill and competitive advantage, the applicable amount set forth below:

Contract Year	**Liquidated Damages**
1) 03/07/2016 – 01/31/2017	$6,500,000
2) 02/01/2017 – 01/31/2018	$6,000,000
3) 02/01/2018 – 01/31/2019	$5,500,000
4) 02/01/2019 – 01/31/2020	$5,000,000
5) 02/01/2020 – 01/31/2021	$4,500,000
6) 02/01/2021 – 01/31/2022	$0
7) 02/01/2022 – 01/31/2023	$0
8) 02/01/2023 – 01/31/2024	$0

All other terms and conditions of the Employment Agreement, except as specifically modified herein, shall remain in full force and effect.

[Signatures on the following page.]

IN WITNESS WHEREOF, this Second Amendment to Employment Agreement is made as of the date of last signature below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS:

By [redacted] 12·20·18

Avijit Ghosh **Date**
Comptroller

HEAD COACH:

[redacted] 12-17-18

Lovie L. Smith **Date**

[redacted]

Approved by:

[redacted] 12/17/18

Robert Jones **Date**
Chancellor

[redacted] 12/17/18

Josh Whitman **Date**
Athletic Director

[redacted]

Approved as to legal form:

[redacted] 12/17/18

Office of University Counsel