

Employment Contract

Board of Trustees of State Institutions of Higher Learning

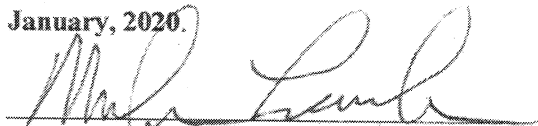
This Employment Contract is made and entered into by and between The Board of Trustees of State Institutions of Higher Learning of the State of Mississippi ("Board"), and **MIKE LEACH** ("Employee"), and supersedes and replaces any prior contracts or agreements between the parties of any kind or nature.

The Employee is hereby employed as **HEAD FOOTBALL COACH** at Mississippi State University ("University") for the period beginning **January 9, 2020**, and ending on **December 31, 2023**, at and for the sum of **\$600,000.00** annually, payable in semi-monthly installments.

This Employment Contract is subject to the following terms and conditions:

1. The laws of the State of Mississippi and the policies and bylaws of the Board and University.
2. The Board reserves the right to increase or decrease said annual salary at any time during the life of this Contract. Any decrease shall be made only when and if necessary to keep expenditures of the University within that part of the legislative appropriation allotted to the University for the period covered by this contract and shall be effective only from and after the date of the passage of an order by the Board.
3. The Board shall have the authority to terminate this Contract at any time for the following:
 - a. Financial exigencies as declared by the Board;
 - b. Termination or reductions of programs, academic or administrative units as approved by the the Board;
 - c. Malfeasance, inefficiency or contumacious conduct;
 - d. For cause.
4. In the event the Employee abrogates this contract for his/her convenience, the Board shall then fix the time and conditions of termination as necessary beyond those conditions otherwise provided in the Contract.
5. Special Provisions: **Attached Addendum to Head Coach Employment Contract incorporated by reference.**

In witness whereof, the parties hereto have executed this Employment Contract on this the 9th day of **January, 2020**.



EMPLOYEE



PRESIDENT, FOR THE BOARD

ADDENDUM TO HEAD COACH EMPLOYMENT CONTRACT

This Addendum to Head Coach Employment Contract supplements the Employment Contract (collectively "Contract") of **Mike Leach** ("Coach"), as Head Coach of the University's **Football** program ("Program") to which it is attached and incorporated by reference. The Board designates the University to administer the Contract and delegates to the University all rights and responsibilities under the Contract.

SECTION 1: TERM

1.1. The Term of the Contract shall be as stated on the face of the Contract unless sooner terminated pursuant to the terms and conditions of the Contract. In the event the Contract is extended by mutual written agreement of the parties, the period of the extension shall be included within the meaning of the word "Term" for purposes of the Contract.

SECTION 2: DUTIES AND OBLIGATIONS

2.1. Throughout the Term of the Contract, Coach shall diligently devote his/her full time, attention, and best efforts in performing and discharging the usual and customary duties of a head coach of an NCAA Division I Program. In the performance of his duties and obligations as head coach of the University's Program, Coach shall be responsible to and under the direct supervision of the University's Director of Intercollegiate Athletics ("Athletics Director") and general supervision of the President of the University. Coach represents and warrants that he is fully qualified and physically fit to serve as Head Coach of the Program.

2.2 Coach shall use his/her best efforts in the development of the University's Program and in support of related organizations, including without limitation The Bulldog Club, Inc. Determining "best efforts", as used in this Contract, shall include, without limitation, considerations of such factors as work ethic; integrity; high moral standards; fostering and providing accountability for the academic progress of student-athletes in the Program; aggressively recruiting student-athletes within the guidelines of the National Collegiate Athletic Association ("NCAA") and Southeastern Conference "SEC"; administrating, operating, maintaining, and controlling all aspects of the Program in a manner consistent with the bylaws, policies, procedures, rules and regulations of the NCAA, the SEC, and the University; assisting the Athletics Director in achieving the goals and objectives of the Athletics Department and the University; actively supporting the University, its Athletics Department and affiliated organizations, including without limitation The Bulldog Club, Inc., in, among other things, fund raising and public relations; and representing in a positive fashion the University, its Athletics Department and related organizations in private and public forums, including without limitation in the media and in appearances on radio and television.

2.3. Coach shall perform his/her duties as assigned by the Athletics Director and will otherwise perform in accordance with the terms and conditions of the Contract. Coach shall operate the Program consistent with operating procedures of the Athletics Department and University and confer with the Athletics Director or his designee on all administrative matters. Coach shall also confer with the Director of Athletics or his designee, and reach mutual agreement, before Coach promises to award any athletic scholarship to a current or prospective student-athlete. Unless otherwise prohibited by University Rules, Coach shall have the responsibility and authority to recommend to the Athletics Director the hiring, compensation, and termination of assistant coaches for the Team, but the final decision shall be made by the Athletics Director and shall, when necessary or appropriate, be subject to approval of the IHL Board of Trustees. The University agrees to provide a salary pool of \$4,700,000 for ten on-field assistant football coaches.

2.4. Coach shall conduct himself at all times in a manner which is consistent with his/her position as an instructor of students and which presents a positive representation of the University. Coach shall not engage in conduct or act in such a manner that reflects adversely on the University or its athletic programs. Coach shall perform his duties and personally comport himself at all times in a manner consistent with good sportsmanship and with the high moral, ethical and academic standard of the University and its Athletics Department.

2.5. Coach shall engage in (and assure that every person under Coach's direct supervision is engaging in) safe and responsible treatment of student-athletes and shall avoid behavior or condoning behavior that could jeopardize a student-athlete's health, safety, welfare or that could otherwise cause harm or risk causing harm to a student athlete.

2.6. Coach shall comply with and not breach or violate the current or hereinafter enacted or promulgated (a) local, state, or federal laws, ordinances, rules, or regulations; (b) rules, regulations, policies, procedures, guidelines or standards of and governing the University and its employees, including without limitation the bylaws and policies of the Mississippi Board of Trustees of State Institutions of Higher Learning ("University Rules"); and (c) constitution, bylaws, rules, regulations, policies, procedures, guidelines and standards of the University's Athletics Department, the NCAA, the SEC, or any other athletic conference or organization of which University may become associated or which affects intercollegiate athletics (individually or collectively, "Governing Athletic Rules"). Coach shall also use his/her best efforts to ensure that all student-athletes, coaches, or University employees subject to Coach's control or supervision, and representatives of the University's athletic interests comply with the University Rules and Governing Athletic Rules and to promote an atmosphere of compliance with the same. Coach shall report to the Athletics Director and the Athletics Department's compliance office if any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate or may potentially have violated any University Rules or Governing Athletic Rules. Coach shall be bound by and comply with the enforcement, penalty, and all other

disciplinary provisions and procedures of the NCAA, SEC, or other sanctioning bodies that may govern the University's athletic interests. Coach shall cooperate fully with the Athletics Department's compliance office at all times and with any NCAA infractions process, including the investigation and adjudication of an infractions case (See NCAA Bylaw 19.2.3). Coach represents and warrants that he has not violated any of the Governing Athletic Rules, and he is not aware of any threatened or pending NCAA, conference or institution investigation involving his/her conduct or omissions at any other NCAA member institution.

2.7. Coach has special and exceptional knowledge, skill and ability that render Coach's services unique. Coach recognizes that the loss of his/her services would result in inherent loss to the University. During the term of the Contract, Coach agrees that, unless he is removed as Head Coach of the Program by the University, he will not seek, discuss, negotiate or accept, whether directly or through any agent or representative, employment with any other sports-related program or business during the term of the Contract without first having notified the Athletics Director in writing 24-hours prior to Coach or his/her representative entering into negotiations for or expressing a bona-fide interest in other employment, including without limitation employment as a head coach in the field of college football or as head coach or coordinator in the National League ("NFL").

2.8. Unless otherwise expressly permitted in this Contract, Coach shall not engage in any other business activity or be employed by any other person, firm, or entity, whether or not such activity is pursued for gain, profit, or other pecuniary benefit, without the University's prior written consent such consent not to be unreasonably withheld. Coach also shall not engage in or be associated with charitable or educational fundraising activities that compete or conflict with the fundraising efforts of the University or its affiliated entities, including without limitation creating or operating a foundation or other charitable organization that uses Coach's name or other indicia associated with Coach.

2.9. Coach acknowledges and agrees that the University has the exclusive right to operate summer youth camps on its campus using the University's facilities. Coach shall be responsible for administering and overseeing the Program's youth camps and/or clinics on campus each year as part of the Athletics Department's operations. The dates for each camp(s) and/or clinic(s) will be mutually agreed upon by Coach and University in order to avoid conflicts with other events and Coach's other duties as Head Coach of Program (e.g. recruiting, etc.) and to ensure adequate facilities and residence hall occupancy space.

2.10. Coach shall not undertake commercial endorsements without the prior written consent of the Athletics Director. Coach shall not engage in any activity that, if identified as the Head Coach of the Program, directly or indirectly, implies approval or endorsement of any good, service, individual, firm or entity, including without limitation, the wearing of garments which display a manufacturer's trademark, name, or other logo while acting within the course and scope of Coach's employment with the University

and/or while representing the University or its affiliated entities, unless such activity is first approved by the Athletics Director. Coach shall not have the right to enter into any endorsement or consulting agreement with any competitor of the University's exclusive sponsors, manufacturers, media rights companies and/or vendors of athletic apparel, shoes or other products or services. Coach specifically agrees that the University and/or Bulldog Club have the exclusive right to select footwear, apparel and/or equipment for the use of the University's student-athletes and staff during practices, games and other Athletics Departments or Bulldog Club functions. Coach shall, upon the University's reasonable request, consult with appropriate parties concerning apparel and footwear product design and performance and make promotional, educational, clinical or other public appearances as may be requested by the University or Bulldog Club under the terms of the apparel rights agreement. Coach shall use his/her best efforts to assist the University and the Bulldog Club in complying with the terms and conditions of their media rights, athletic apparel, shoe and other product and services agreement.

2.11. Coach agrees to assist and cooperate with the University and the Bulldog Club with regard to appearances required under any University or Bulldog Club sponsorship or endorsement agreements; and in the taping, broadcasting and interviewing for a program, show or interview of any radio, television, internet-based or other forms of media coverage as required by the University.

At a minimum, Coach agrees to appear and participate in the following promotional or endorsement activities, all of which will be at times and locations mutually agreeable to the University, Bulldog Club, Bulldog Sports Properties, and Coach (where applicable):

- (i) fifteen (15) appearances per year at events sponsored by the Bulldog Club, other University affiliated organizations or sponsors of the University's Athletics Department.
- (ii) all radio, television and internet-based programs produced by the University, Bulldog Sports Properties or affiliated organizations of the University. Such appearances and participation shall include, without limitation, a weekly radio talk show, pre-game/post-game radio shows, weekly television shows, regular Internet programs and occasional Internet columns.
- (iii) Participation in promotional and other activities as may be reasonably requested by University and/or the Bulldog Club, which Coach must expressly consent to or approve prior to University or the Bulldog Club committing him to such promotional and other activities with such consent or approval shall not be unreasonably withheld.

With respect to Subsections 2.9. (i) and (iii), the University agrees to consult with Coach and obtain consent before scheduling such promotional activities, which consent shall not be unreasonably withheld.

2.12. Coach acknowledges and agrees that directly licensing his/her name, likeness, image, photograph, nickname or autograph for a fee to third parties or receiving royalties or other payments for endorsements from third parties may conflict with an obligation of the University, Bulldog Club or may violate applicable laws, University Rules and/or Governing Athletic Rules. Coach, therefore, agrees that he will not enter third party endorsements or licensing agreements without the Athletics Director's prior written approval.

2.13. Except as limited, or restricted by, or is in conflict with provisions of this Section 2, and further subject to Coach's obligation to satisfy all the terms and conditions of this Contract, nothing contained herein shall be deemed to prevent Coach from arranging or participating in, and deriving personal income from personal speaking engagements or other endeavors unrelated to his/her service as Head Coach of Program so long as such engagement or endeavors are not inconsistent with and do not harm the interests or reputation of the University or its affiliated entities ("Private Engagements"). Any such Private Engagements are subject to prior written approval of the Athletics Director, such approval not to be unreasonably withheld. Coach agrees to make no public appearance, either in person or by means of radio, television, internet or other medium, or willingly allow the use of his/her name in connection with his/her relationship to the University, when any such appearance or use of his/her name will result in an unfavorable reflection upon the University or its affiliated entities, will conflict with Coach's duties or obligations or the rights of the University under this Contract, or will be inconsistent with or harm the University or its affiliated entities' interests.

2.14. In accordance with Governing Athletic Rules and University Rules, Coach shall report annually in writing to the President of the University through the Athletics Director on or before **July 1** of each year, all athletics-related income from sources outside the University including, without limitation, income from University-affiliated athletics support entities, annuities, sports camps, housing benefits, complimentary ticket sales, honorariums received from speaking engagements, television and radio programs and endorsement, consulting contracts with athletics shoe, apparel, or equipment manufacturers/sellers, or others. Employee shall provide such information as deemed necessary to verify such report. Such outside activities shall not interfere with full and complete performance by Employee of the duties and obligations as an employee of the University.

SECTION 3: CAMP INCOME

3.1. In addition to the salary stated in the Contract, Coach may receive annual supplemental compensation each year from the net revenues received from summer camps pursuant to a Camp Net Revenue Distribution Plan adopted by the University prior to the beginning of each contract year. In the event a Camp Net Revenue Plan is not adopted prior to the beginning of a contract year, Coach may receive up to \$25,000.00 of net revenue received from summer camps in such contract year. To receive supplemental

compensation, the Employee must, with the prior written approval of the President of the University, organize, run, operate and be present at such camp. The revenues covered by this section include all fees received in connection with the operation of such camp. In determining the net revenues upon which the supplemental compensation is based, there shall be deducted from the revenues all expenses of the camp. All expenses of the camp shall include, but not be limited to, all housing charges, all food service charges, all equipment and supply charges, and must be paid in full before the Employee shall be entitled to any supplemental compensation. The supplemental compensation covered in this section can be made available only to the extent of the net revenues generated from the summer camp.

SECTION 4: BENEFITS AND INCENTIVES

4.1. Reserved.

4.2. Coach shall receive benefits generally available to regular full-time employees of the University unless otherwise specifically stated herein. Otherwise, the University shall not be responsible for any other compensation or benefits to Coach not specifically stated in this Contract.

4.3. All compensation and incentive payments paid through the Contract shall be subject to withholding for applicable federal, state and local income taxes, federal social security taxes, and other applicable taxes and deductions. It is also understood that there may be personal tax consequences attributable to Coach as a result of his/her receipt or use of the benefits, amenities and compensation received pursuant to this Contract or associated with Coach's employment with the University, and that Coach is personally responsible for any and all such taxes.

SECTION 5: AUTOMATIC TERMINATION

5.1. This Contract shall automatically terminate upon any of the following events:

- (i) the death of Coach;
- (ii) the disability of Coach; or
- (iii) mutual written Agreement of the parties.

As used in this Section 5.1, "disability" shall mean physical or mental incapacity of a nature, which prevents the Coach, in the sole but reasonable judgment of University in consultation with appropriate medical personnel selected by University, from performing the essential functions of the job as Head Coach of Program under the Contract for a period of ninety (90) consecutive calendar days. Coach agrees to execute all necessary privacy releases and other documents to enable the University to make an informed decision regarding Coach's disability.

5.2. In the event of automatic termination under this Section 5, all rights and obligations of the parties under the Contract shall cease and the parties shall have no further obligation to perform under the Contract, except to the extent compensation or incentive payments have already vested.

SECTION 6: UNIVERSITY'S RIGHT TO TERMINATE FOR CAUSE

6.1. If the University reasonably determines, based on a reasonable investigation, that any of the events listed below have occurred, Coach shall be deemed in breach of the Contract, and the University may, in its sole discretion, elect to terminate the Contract "for cause", change or reassign Coach's duties, suspend Coach without pay, or take any lesser disciplinary or corrective action against Coach. For purposes of the Contract, "cause" shall be defined as:

6.1.1 any material violation by Coach of any law, regulation, rule, bylaw, policy, or constitutional provision of the State of Mississippi or the United States, the University Rules, or the Governing Athletic Rules, including any such violation which may have occurred prior to Coach's employment with the University, that in the reasonable and good faith judgment of the University reflects adversely upon the University or its athletics program;

6.1.2 failure by Coach to timely report to the University's Athletics Director or an appropriate University official any violation of any law, regulation, rule, bylaw, policy, or constitutional provision of the State of Mississippi or the United States, University Rules, or the Governing Athletic Rules by any student-athlete, including prospective student-athletes, athletics staff member, or other representative of the University's athletics interests about which Coach knew, or upon reasonable investigation should have known;

6.1.3 any material violation of any law, regulation, rule, bylaw, policy of constitutional provision of the State of Mississippi or United States, the University Rules, or the Governing Athletic Rules by any member of Coach's staff, any student-athlete coached by Coach, or any representative of the University's athletic interests that in the reasonable and good faith judgment of the University reflects adversely upon the University or its athletics program and either (a) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring and Coach failed to act reasonably to prevent, limit, mitigate or report such violation to the appropriate University administrator; or (b) the violation occurred as a result of the Coach's failure to establish and maintain reasonable policies and procedures to prevent such violation;

6.1.4 conduct or omission(s) by Coach which constitute a Level I or Level II violation under the NCAA's enforcement structure, or may lead to an NCAA finding of a Level I or Level II violation of one or more of the NCAA rules or the University's interpretation thereof, including, but not limited to, multiple Level III or Level IV violations of NCAA rules considered collectively to be a Level I or Level II

violation;

6.1.5 failure to promote an atmosphere of compliance and to administer, operate, maintain, or control all aspects of the University's athletic program under Coach's supervision, including without limitation, (1) academic performance and (2) the actions of independent agencies or organizations or of representatives of athletic interests in a manner consistent with the University Rules or the Governing Athletic Rules;

6.1.6 failure by Coach to cooperate fully with, or maintain the integrity of, an investigation or other process initiated by the University, the NCAA, the SEC or governmental agency (including without limitation the investigation and adjudication of an NCAA infractions case).

6.1.7 failure by Coach to comply with the enforcement, penalty, and all other disciplinary provisions and procedures of the NCAA (including without limitation NCAA Bylaw 11.2.1) or the SEC (including without limitation Article 4 of the SEC Constitution and SEC Bylaw 19.8);

6.1.8 issuance of a "show cause" or other penalty by the NCAA or SEC requiring termination, suspension or temporary reassignment of duties assigned to Coach;

6.1.9 commission by Coach of any felony or of any crime involving dishonesty or immoral conduct or engaging in any conduct that constitutes moral turpitude or causes notorious and public scandal;

6.1.10 failure by Coach to engage in (and/or failure to take steps to assure that every person under Coach's direct supervision engaging in) safe and responsible treatment of student-athletes or failure to avoid behavior that could jeopardize a student-athlete's health, safety, welfare or that could otherwise cause harm or risk causing harm to a student-athlete.

6.1.11 participation by Coach in "sports wagering" (as defined in NCAA rules) activities or providing information to individuals involved in or associated with sports wagering activities concerning intercollegiate, amateur or professional competition;

6.1.12 Coach's sale, use or possession, or Coach's permitting, encouraging, or condoning by a student-athlete, assistant coach or athletic staff member of the sale, use or possession of any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Coach, assistant coach, athletic staff member or student-athlete is prohibited by law or by Governing Athletic Rules;

6.1.13 failure by Coach to fully cooperate in the enforcement and implementation of any drug testing program of the University for student-athletes;

6.1.14 failure by Coach to use best efforts in the development of the University's athletic program under Coach's supervisor and in support of related organizations;

6.1.15 acceptance by Coach of employment with another sports-related business or program without the express written consent of the University;

6.1.16 seeking or entertaining, whether directly or through any agent or representative (whether acting with or without Coach's knowledge), of employment with another sports-related business or program in violation of Section 2.7 of the Contract;

6.1.17 conduct engaged in by Coach which, in the reasonable and good faith judgment of the University, is clearly contrary to the character and responsibilities of a person occupying the position held by Coach or which adversely reflects upon the University or its athletic programs;

6.1.18 willful or intentional disregard by Coach of the reasonable expectations or instructions of the University, after notice to Coach of such expectations or instructions;

6.1.19 prolonged absence from the University without the consent of the Athletics Director;

6.1.20 The Program being assessed penalties from the NCAA Division I Academic Performance Program whereby the team is denied access to post-season competition and/or the University is put on restricted membership status for all teams because of Academic Performance Program penalties for the Program;

6.1.21 Coach making false representations on his/her resume or regarding his/her prior educational or employment history to the University during the hiring process; or

6.1.22 Failure of Coach in any material respect to perform the services required under the Contract, or breach in any material respect of any of Coach's material duties or obligations under the Contract, and such failures continues for a period of thirty (30) days following receipt of written notice of such failure or breach. Coach shall be afforded a reasonable opportunity to cure any such curable breach, and the Athletics Director will provide Coach with written explanation of cause. Written notice shall not be required if notice and an opportunity to cure a substantially similar non-material breach have been provided.

6.2. In the event the University terminates the Contract for cause, the University and any other affiliated support entities of the University shall be without liability to Coach and shall not be liable for any other damages or penalty. Specifically,

all obligations of the University or other affiliated support entities to make further payments and/or provide any other consideration, except to the extent already accrued, shall cease as of the date of termination. In no event shall the University or any affiliated support entity be liable for the loss of any salary, additional or supplemental compensation, bonus or incentive payments, collateral business opportunities or any other benefits or income resulting from activities such as camps, clinics, media appearances, television or radio shows, apparel, equipment or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination of Coach's employment. All obligations of Coach under this Contract shall cease as of the effective date of such termination. Coach specifically waives any and all rights to receive compensation for Coach's accrued but unused personal or medical leave upon termination pursuant to this Section 6.

6.3. The University's failure to exercise the right to terminate as to any particular breach shall not be deemed a waiver as to any future right to terminate.

SECTION 7: UNIVERSITY'S RIGHT TO TERMINATION FOR CONVENIENCE

7.1. The parties agree that the University may terminate the Contract and Coach's employment with the University for convenience prior to expiration of the Term of the Contract. In the event the University terminates the Contract and Coach's employment for convenience at any time prior to expiration of the Term, the University shall pay to Coach an amount equal to sixty percent (60%) of Coach's remaining salary (as specified on the face of the Contract) for the remaining term of the Contract (as if naturally expired), but shall not be responsible for paying any sum representing any other income, benefit, or damages to Coach. Said amount shall be due and payable in equal monthly installments over the remainder of the Term of the Contract (as if it naturally expired). Coach specifically waives any and all rights to receive compensation for Coach's accrued but unused personal or medical leave upon termination pursuant to this Section 7.

7.2. Coach shall have the affirmative duty to mitigate the University's financial obligation under this Section 7 by using his/her best efforts to seek and obtain full-time, paid employment or incoming earning opportunities as soon as possible following such termination at a rate of compensation no less than market value and consistent with compensation rates for similar positions in the applicable industry. Coach's mitigation obligation shall include, without limitation, Coach using his good faith, best efforts to seek and obtain the best opportunity available to him and to maximize his earnings. Coach shall have the affirmative duty to report and provide evidence of all efforts to obtain the best available opportunity and to maximize his earnings throughout University's obligation under Section 7. Coach shall have the affirmative duty to report and provide evidence of all efforts to obtain the best available opportunity and to maximize his earnings throughout the University's obligation under Section 7. If Coach is employed or contracts for his services elsewhere after termination pursuant to Section 7, then the University contract termination obligation shall be offset, dollar for dollar, by

Coach's total compensation from all other sources, including without limitation any coaching, broadcast or media opportunities. In the event Coach is employed or contracts for his services, Coach will be obligated to act in good faith in negotiating and accepting the fair market value/going rate of compensation for such employment or services, and he shall not defer, reduce avoid, or otherwise diminish the University's right of offset. The University's right of offset will include the right to impute the fair market value of the comparable position if the compensation appears to be less than fair market value based on relevant market data at the time. While the University's obligation under this Section 7 are in effect, and for a period of six (6) months thereafter, Coach shall provide the University a written accounting of all gross income received or earned by Coach during the immediate preceding quarter. Coach further agrees to provide the University a copy of Coach's W-2 form each calendar year during the mitigation period. Coach's obligation under this Section 7, including without limitation to report all gross income to the University, shall survive termination of the Contract for the entire period of the University's obligation under this Section 7, and for a period of six (6) months thereafter. If Coach fails either to notify the University of Coach's employment or paid service position, to provide the documentation specified herein or if Coach fails to demonstrate that he/she has used good faith, best efforts to seek and obtain employment, then, upon fourteen (14) days' written notice to cure, the University's obligation to continue paying contract termination payments under this Section shall cease.

7.3. Full payment by the University in accordance with the provisions of this Section 7 will constitute a full and final release, accord and satisfaction of any and all claims, losses, or damages relating to such termination that Coach might otherwise assert against the University, the Board of Trustees of State Institutions of Higher Learning ("IHL"), or any of their trustees, officers, representatives, agents, or employees. This shall constitute Coach's sole damages for the University's termination without cause of the Contract, and all other obligations of the University (to the extent not already vested) under the Contract are terminated as of the effective date of Coach's termination. In no event shall the University be liable for the loss of any salary, additional or supplemental compensation, bonus or incentive payments, collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as camps, clinics, media appearances, television or radio shows, apparel, equipment or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the University's termination without cause of Coach's employment and termination of the Contract. All obligations of Coach under the Contract shall cease as of the effective date of such termination.

7.4. Coach agrees that as a condition of receiving any portion of the amount of set forth in Section 7.1, Coach or any other person to whom such payments are payable ("Payee") must execute a comprehensive release within 15 days of the date of termination in the form determined from time to time by the University. If the Payee fails to execute the release, the Payee agrees to forego any payment from the University under this Section 7. This obligation shall survive termination or expiration of the Contract.

SECTION 8: COACH'S RIGHT TO TERMINATE WITHOUT CAUSE

8.1. In the event Coach resigns or otherwise terminates his/her employment with the University without cause, whether by accepting other employment or otherwise, Coach shall pay the University an amount equal to twenty-five percent (25%) of Coach's remaining salary (as stated on the face of the Contract). Any amounts payable under this Section 8.1 shall be due and payable within thirty (30) days of Coach's termination of employment with the University unless payment of the amount is made personally by Coach in which case such amount shall be due and payable in equal monthly installments over the remainder of the Term of the Contract (as if naturally expired). In the event Coach terminates his employment with the University due to Acceptable Retirement or Health Reasons, Coach will not be obligated to pay the amount in this Section 8.1 so long as Coach remains retired or otherwise does not receive compensation for his services for a football-related activity (to include broadcasting) for a period of not less than twenty four months. In the event Coach does not remain retired or otherwise receives compensation for his services for football-related activities within said twenty-four month period, Coach shall then be obligated to make payment under this Section 8.1. In all other respects, Coach's retirement prior to expiration of the Term of the Contract shall be treated as termination without cause unless otherwise mutually agreed in writing by the parties. For purposes of this Section 8.1 only, "Acceptable Retirement or Health Reasons" means the following: (1) not later than November 1 of a season in which Coach is serving as Head Coach, Coach communicates to the Director of Athletics his intent to retire from football-related activities (to include but not be limited to broadcasting roles) at the conclusion of that season *or* (2) Coach takes a leave of absence from football-related activities (to include but not be limited to broadcasting roles) due to bona-fide health reasons.

8.2. In the event Coach resigns, retires, or otherwise terminates his/her employment with the University within twelve (12) months of the effective date of the Contract, Employee, in addition to the amount due under Section 8.1, shall be obligated to repay one-half of any and all amounts paid by the University (or one of its affiliated entities) related to Coach's moving expenses.

8.3 In the event Coach resigns, retires, or otherwise terminates his/her employment with the University within twenty four (24) months of the effective date of the Contract, Coach shall, in addition to the amounts due under Section 8.1 and Section 8.2, shall also be obligated to repay any and all amounts paid by the University (or one of its affiliated entities) to or on behalf of Coach to satisfy Coach's liquidated damages or other contract termination obligation related Coach's former employment, including any associated tax consequences of the University (or one of its affiliated entities). Coach will not be required to make the payment required by this Section 8.3 if Coach terminates his employment due to a bona-fide health reason (but not retirement) and Coach does not receive compensation for his services for a football-related activities (to include broadcasting) for a period of not less than twenty-four months. In the event Coach does

receive compensation for his services for football-related activities within said twenty four month period, Coach shall then be obligated to make payment under this Section 8.3.

8.4. In the event Coach provides notice to the University of his/her voluntary termination of employment prior to the end of the contract or Coach accepts employment with another sports-related business, in addition to any other actions, remedies, or claims the University may have against Coach for breach of the Contract, the University may immediately terminate the Contract, and such termination shall not constitute termination of the Contract without cause and the University shall not be liable for any additional compensation due under the Contract. In such event, all obligations of University under the Contract shall cease as of the effective date of such termination but Coach's obligations under this Section 8 shall survive termination of the Contract pursuant to this Section 8.3. Coach specifically waives any and all rights to receive compensation for Coach's accrued but unused personal or medical leave upon termination pursuant to this Section 8.

8.5. Coach covenants and agrees that he/she will not recruit, contact or otherwise solicit, and will not direct or assist others in recruiting, contacting, or otherwise soliciting, any prospective student athlete that has verbally committed to the University for a period of thirty (30) days following Coach's termination without cause/resignation of his/her employment with the University. Coach acknowledges and agrees that any violation of this Section will cause the University irreparable injury and that the University will be entitled to injunctive relief, a decree of specific performance, or other equitable relief upon a proper showing of such breach, without the necessity of demonstrating actual monetary damage; provided, however, that it is understood and agreed that the seeking or obtaining of any such relief shall not prevent the seeking or obtaining of any other relief, including the remedy of damages. This obligation shall survive termination or expiration of the Contract.

SECTION 9: MISCELLANEOUS

9.1. UNIVERSITY PROPERTY. All material and information, including without limitation personnel records, recruiting records, statistics, media files, and any other equipment, material or data supplied to Coach or developed by Coach or members of his/her staff as part of his/her employment with the University are and shall remain the University's confidential and/or proprietary information. Upon expiration or termination of the Contract, Coach shall immediately cause any University property in his/her possession, custody or control to be delivered to the University in care of the Athletics Director.

9.2 SEVERABILITY. If a court of competent jurisdiction determines that any provision of the Contract is void, invalid, illegal or unenforceable for any reason, the remaining provisions of the Contract shall continue in full force and effect.

9.3 ENTIRE AGREEMENT/ AMENDMENT/ ASSIGNMENT. This document constitutes the entire agreement between the parties and merges and replaces

any other such agreements between the parties. The Contract may only be amended in writing by mutual agreement of parties. No party may assign its rights or obligations under the Contract without the written consent of the other parties.

9.4 NOTICE. Any and all notices required or permitted to be given under the Contract will be sufficient if furnished in writing and given, delivered, or served when delivered personally to the party who is to receive notice or when mailed U.S. registered or certified mail, postage prepaid, to such party.

As to the University: Mississippi State University
Attention: Director of Intercollegiate Athletics
P. O. Box 5327
Mississippi State, MS 39762.

With a copy to: Mississippi State University
Attention: Office of General Counsel
legal@legal.msstate.edu

Unless hereinafter changed by written notice to the University, any notice to Coach may be hand-delivered or mailed to Coach's home address on file with the University. A copy of such notice shall be emailed to the following: David Marek at david@marekfirm.com and Gary O'Hagan at gohagan@goansports.com.

9.5 EFFECT OF PRIOR AGREEMENTS. The Contract is intended by the parties as the final and binding execution of the Contract and as complete and exclusive statement of the terms thereof. This Contract supersedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter thereof.

9.6 FORCE MAJEURE. If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, the same shall not be deemed to be a breach of the Contract, and all other obligations of the parties shall continue. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, illness, labor dispute, riot or civil commotion, act of public enemy, act of terror and/or terrorism, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargos, illness, or other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

9.7 WAIVER. No waiver by any party of any default or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance.

9.8 GOVERNING LAW/JURISDICTION. The laws of the State of Mississippi shall govern the Contract without regard to its choice of law provisions. Courts having competent jurisdiction over Oktibbeha County, Mississippi, or having Oktibbeha County, Mississippi within its district, shall be the sole and exclusive jurisdiction and venue for any civil action related to or arising from the Contract, and Coach irrevocably consents to jurisdiction and venue in said courts and waives any argument that such courts are not a convenient forum for such litigation.

In witness, the parties execute this Addendum to Head Coach Employment Contract effective the same date as the Employment Contract to which it is attached and incorporated by reference.



COACH



PRESIDENT, FOR THE BOARD