

## HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (herein the "Agreement"), is made and entered into effective as of the 26th day of November, 2012, by and between the UNIVERSITY OF KENTUCKY (hereinafter the "University") and MARK THOMAS STOOPS (hereinafter "Coach").

### 1. Term

This Agreement shall be for Five (5) Contract Years beginning December 2, 2012 and ending December 31, 2017 unless terminated at an earlier date as provided herein. As used herein, "Contract Year" shall be the annual twelve month period beginning January 1 and ending December 31.

### 2. Duties and Authority

Coach is hereby employed by the University as Head Football Coach. Subject to the supervision and authority of the Director of Athletics, Coach's duties, responsibilities and obligations shall be those normally associated with the position of head football coach at a NCAA Division I university such as the University of Kentucky. Coach shall devote such time and attention necessary to satisfy the responsibilities for the position of head football coach, which shall include, in addition to the usual and customary activities associated with coaching, the authority and responsibility for the following:

- (a) Subject to the approval of the Director of Athletics, the employment, supervision, and discharge of personnel associated with or related to the football program at the University including, but not limited to, the following:
  - (i) Assistant and associate football coaches including all graduate assistant coaches, video graduate assistant coaches and other similar personnel;
  - (ii) Administrative aides, including Directors of Football Operations, including all graduate assistants, student workers and other similar personnel;
  - (iii) Administrative Assistants (secretaries) including any graduate assistants, student workers and other similar personnel;
  - (iv) Recruiting coordinators including graduate assistants, student workers and other similar personnel; and
  - (v) Strength and conditioning coaches, team trainers and managers.

The employment and discharge of personnel mentioned in subparagraphs (ii), (iii), and (v) above shall be subject to the approval of the Associate Vice-

President of Human Resources and in accordance with University's Human Resources Policy and Procedures Administrative Regulations, and any applicable provisions of the National Collegiate Athletic Association (hereinafter "NCAA") Manual and the Southeastern Conference (hereinafter "SEC") and Commissioner's Regulations Manual, as amended. The football equipment manager shall be supervised and report to an associate athletics director. As a matter of daily operation, the football strength and conditioning coaches and athletic trainers report to the head football coach, but under the supervision of an associate athletics director.

- (b) Recommendations to the Director of Athletics with respect to the scheduling (including dates, places and times) of all University football games and the selection of the opponent for each such game, the means of travel, hotel accommodations and food service, size and content of the traveling squad and party, and all other matters pertaining to the operation of the football program.
- (c) All matters concerning the recruiting of prospective football student-athletes for the University, including compliance with NCAA and SEC bylaws governing same.
- (d) Preparation of a recommended budget for the football program for submission to the Director of Athletics. Upon approval of the budget for the football program, the Coach shall administer the budget in accordance with applicable and appropriate regulations and policies of the University.
- (e) Cooperation with and fulfillment of the requirements and commitments of the University in any of its athletically-related agreements including, but not limited to, any agreements for multiple media, athletic footwear, apparel and equipment, or other commercial endorsements.
  - (i) Concerning the Athletic Department's multiple media agreements, cooperation includes but is not limited to granting interviews before, during, or after games. Coach agrees to personally appear, perform, and participate as requested from time to time in football radio and television programs produced or caused to be produced by the University or pertaining to the University, particularly its Athletic Department. Appearances in television programs generally and ordinarily will consist of those shows produced or airing during the regular football season and hosted by the Coach. The radio shows ordinarily will consist of pregame and postgame programs, weekly call in shows, and daily football season report shows. Coach additionally agrees to participate and cooperate in rehearsal and production sessions for each multiple media session as requested and to perform such services in a competent manner to the best of his ability. Coach shall promptly comply with whatever reasonable instructions, suggestions, and recommendations the University may give to him in connection with the rendition

of such services. Coach shall not appear on any broadcast program (television, radio, digital or other media) or any advertisement not authorized by the University without the prior written approval for the University, except routine news media interviews for which no compensation is received.

- (ii) Concerning athletic footwear, apparel, equipment or other athletic goods or services agreements and other commercial endorsements, Coach agrees to fully comply with and abide by the terms and conditions of such contract(s). Subject to the terms of the contract(s), Coach may receive up to a maximum of One thousand, two hundred and fifty dollars (\$1,250) worth of shoes, apparel, or equipment each calendar year during the Term of this Agreement. Coach acknowledges and agrees that (a.) he shall not receive any shoes, apparel, or equipment after any notice contemplated by paragraph 8 given, and (b.) in no event shall the University or the Athletic Department ever have any liability with respect to the provision of agreement with providers of athletics goods or services.
- (f) Commitment to assist the University in a reasonable number of its fund-raising activities, to assist the President of the University in fund-raising activities, and to make other personal appearances at fund-raising or other activities at the reasonable request of the Director of Athletics. The University understands and agrees that such requests for assistance with fund-raising activities shall be commensurate with the number of requests similarly requested of the head coaches of member institutions in the Southeastern Conference.
- (g) Any and all reasonable actions to increase student and fan interest in and support of the football program to generate substantial net revenue for the Athletic Department and the University.
- (h) Devotion of time, attention, and abilities to duties as Coach, as well as faithfully serve the Athletic Department and the University.
- (i) Notwithstanding any of the afore-mentioned responsibilities, the University acknowledges, understands, and agrees that the Coach's primary duties and responsibilities attendant to his position as Head Football Coach (including, but not limited to, coaching the team, recruiting prospective student-athletes, conducting practice sessions, overseeing team activities, managing the football staff, and in general the overall management of the football program) are paramount to the success of the program; and as such, the University agrees that any request for Coach to participate in any activity contemplated herein shall be reasonable in nature and with due regard to the time required for Coach to fulfill his primary duties and responsibilities.

### 3. Reporting Relationship

The Coach's immediate supervisor, for purposes of implementing this Agreement, shall be the Director of Athletics of the University. All matters pertaining to the operation of the University's football program shall be subject to the ultimate direction and control of the Director of Athletics. On-field matters shall remain the exclusive province of the Coach, provided Coach's conduct is not in violation of NCAA, SEC, or University rules, regulations or policies.

4. Employment Opportunities

During the term of this Agreement, Coach shall notify the Director of Athletics of any offers of employment, employment opportunities or requests for meetings or discussions with respect to possible employment opportunities before engaging in substantive discussions regarding such employment or employment opportunities.

5. University Policy

(a) The establishment of policies for the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the football program as he deems necessary to effectuate its success, provided such administration shall be in accordance with policies established by the Director of Athletics and the University. The terms and provisions of the University's Human Resources Policy and Procedure Administrative Regulations, as currently published and as may hereafter be revised or amended, are hereby incorporated herein by reference and made a part of this Agreement as though written herein. To the extent, however, that an actual conflict exists between the terms and provisions of said Regulations and this Agreement, this Agreement shall prevail as it affects the Coach, but affects no other person.

(b) Coach agrees to conduct the University's football program in accordance with the bylaws and regulations of the University, SEC, and NCAA and any subsequent amendments/revisions thereto, including but not limited to the duty to report known and suspected violations to the University Compliance Director or to the Director of Athletics. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that, if Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

6. Compensation

In consideration of Coach's services hereunder, the University shall pay Coach as follows:

(a) Salary

For each Agreement Year (or portion thereof) during the term hereof, a pro-rata base salary of Four Hundred Thousand Dollars (\$400,000) payable in equal monthly installments in conformity with the payroll procedures of the University. The base salary shall be increased annually in an amount not less than the average salary increase, if any, provided for the University's exempt staff. Performance evaluations will be conducted on an annual basis at the conclusion of each football season.

(b) Multiple Media and Endorsements

It is understood that the University has entered into an exclusive multiple media agreement and agreements with suppliers of athletics footwear, apparel and equipment, as well as other commercial endeavors. It is further understood that the Athletic Department may enter into new agreements, may amend agreements, or may perform the services of such agreements and such endeavors within the Athletic Department. In consideration of the compensation set forth below for all multiple media agreements and all other endorsements, Coach hereby grants to the University his rights of endorsement, together with the right, license and privilege of soliciting, securing and/or authorizing all endorsements, publications and/or radio, television, digital and all other forms of media, whether now known or subsequently developed (herein, collectively "multiple media"), and performance and appearance opportunities secured for or featuring Coach. Coach acknowledges, understands, and agrees that he shall not enter into (i) any agreement that usurps or interferes with marketing and endorsement activities on behalf of the program, or (ii) any other agreement for a commercial or otherwise competitive endeavor without the express approval of both the Athletics Director and any applicable vendors and multiple media rights holders.

- (i) In compensation for Coach's participation in multiple media programs and athletically-related endorsements, including endorsement of athletics footwear, apparel, equipment, and any similar or replacement athletic goods or services agreements entered into by the University and other commercial endorsements, the University will assure payment as follows for each Contract Year, payable in equal quarterly installments on March 31, June 30, September 30, and December 31 of each year, with possible increases based upon the review and approval of the Director of Athletics and the President of the University:
- i. Year One            One Million, Six Hundred Thousand Dollars (\$1,600,000), plus an amount equal to a pro-rata portion of \$1,600,000 for the thirty (30) day period prior to January 1, 2013
  - ii. Year Two            One Million, Seven Hundred Thousand Dollars (\$1,700,000)

- iii. Year Three      One Million, Eight Hundred Thousand Dollars  
(\$1,800,000)
- iv. Year Four      One Million, Nine Hundred Thousand Dollars  
(\$1,900,000)
- v. Year Five      Two Million Dollars (\$2,000,000)

Such compensation will be paid to the University, for the benefit of Coach, pursuant to the University's exclusive multiple media agreement and any University agreements with a supplier of athletics goods or services and other commercial endeavors. The University shall retain the sole and exclusive right to contract for multiple media and with a supplier or suppliers of athletics goods or services for the University's athletic teams and any endorsements/promotions by the Coach will be pursuant to the terms and conditions of such University agreements;

- (ii) Any authorized outside activities shall be performed at a time and in a way which will not interfere with the duties of the Coach's position as head football coach and due care shall be taken to assure that the name of the University is used properly in relation to such professional activities.
- (iii) Coach may conduct one or more football camps, using University athletics facilities and equipment, and retain the net income therefrom after payment of appropriate expenses incurred by the University and others. Such camps will be conducted in accordance with University and Athletic Department policies. Rates for rooms and meals shall not exceed those charged by the University's Housing and Dining System (or its contractors) for other major sports camps generally; and
- (iv) Coach agrees to provide a written detailed account to the Director of Athletics and the President of the University at least once annually, or more frequently upon request, for all athletically related income, compensation, gratuities or benefits from any and all sources outside the institution; in addition, Coach agrees that the approval of all athletically related income and benefits shall be consistent with the University's policy related to outside income and benefits applicable to all full-time employees.

(c) Incentive Compensation

- (i) In the event the University's football team wins five or more SEC games in a season, the Coach will, in any year in which the aforementioned event occurs, in addition to his regular base salary for that year, receive a performance supplement of one hundred thousand dollars (\$100,000).

- (ii) In addition to his base compensation, the Coach will receive one hundred thousand dollars (\$100,000) for each win in the SEC beginning with the second SEC win of each season.
- (iii) In the event the University's football team wins the SEC Eastern Division (or finishes in a tie for first place), the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year, a performance supplement of one hundred thousand dollars (\$100,000).
- (iv) In the event the University's football team wins the SEC Championship or participates in the Bowl Championship Series (or its successor), the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year, a performance supplement of two hundred thousand dollars (\$200,000). In the event the Bowl Championship Series (or its successor) game is for the national championship, and the team wins the game, the Coach will receive an additional performance supplement of two hundred thousand dollars (\$200,000).
- (v) In the event the University's football team participates in a non-bowl championship series (or its successor) and the bowl game provides receipts which result in a balance of less than Two Million Dollars (\$2,000,000.00), the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year, a performance supplement of fifty thousand dollars (\$50,000).
- (vi) In the event the University's football team participates in a non-bowl championship series (or its successor) and the bowl game provides receipts which result in a balance of more than Two Million Dollars (\$2,000,000.00), the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year, a performance supplement of one hundred twenty five thousand dollars (\$125,000).

It is noted that these incentives are intended to reward the achievement of each event in turn; by way of illustration, if Coach's team wins six SEC games, the SEC Eastern Division, and the SEC Championship, then Coach would receive no less than nine hundred thousand dollars (\$900,000).

- (viii) In the event the University's football team achieves a cumulative team grade point average of 2.75 or better for men's football student athletes in any academic year, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year a performance supplement of twenty five thousand dollars (\$25,000).

(ix) In the event the University's football team achieves a minimum of .950 Academic Progress Rate for men's football student athletes in any academic year, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year a performance supplement of twenty five thousand dollars (\$25,000); Should the NCAA adjust the APR threshold, the Athletics Director and the Coach shall meet to discuss the adjustment of this threshold.

(x) In the event the Coach is named as the Southeastern Conference's Coach of the Year by the league office or the Associated Press, the Coach will, in any year in which the afore-mentioned event occurs, receive, in addition to his regular base salary for the year a performance supplement of fifty thousand dollars (\$50,000). As a point of clarification, the maximum incentive possible for Southeastern Conference's Coach of the Year is \$50,000 regardless of whether both the league office and the Associate Press award Coach this honor.

(xi) In the event the Coach is named as the National Coach of the Year by the Associated Press, USA Today, or the American Football Coaches Association, the Coach will, in any year in which the afore-mentioned event occurs, receive, in addition to his regular base salary for the year a performance supplement of seventy five thousand dollars (\$75,000).

#### 7. Additional Obligations of the University

In the discharge of Coach's obligations, the Director of Athletics may require Coach's participation to promote and enhance University's athletics program. In this regard and for the University's convenience during the term of this Agreement, the University agrees to provide Coach as follows:

##### (a) Automobiles

Coach shall be provided with the use of two (2) late-model, quality automobiles for his official and personal use. In addition, the University shall reimburse Coach for business mileage consistent with the Athletic Department's standard operations.

##### (b) Expense Account

The University shall fully reimburse Coach for all reasonable and necessary expenses on behalf of the University in connection with the performance of his duties and in accordance with the University's customary expense practices, provided Coach substantiates such expenses. In addition, the University shall reimburse Coach for all reasonable and necessary expenses for travel, meals and lodging incurred by his wife in attending athletics events and other official University functions and meetings. Transportation expenses may also be paid by the



University for two guests of the Coach to travel to regular season away games. Post season travel for Coach's guests may be approved by the Director of Athletics upon receipt of Coach's request. Reimbursement and payment of travel expenses shall be in accordance with the University's and the Athletic Department's business policies.

(c) Benefits

During the term of this Agreement, the University agrees to offer to Coach and his eligible dependents, access to the standard employee benefits offered to University administrative (exempt) staff. Standard benefits include, but are not limited to, health plan, life insurance, dental insurance, accidental death and dismemberment insurance, and long term disability. The base salary as provided in Paragraph 6.(a) shall determine benefits that are based upon salary. Some University benefit plans have a wait, minimum, or vesting period.

(d) Tickets

Coach shall be provided, without charge, sixteen (16) regular stadium football tickets for each University home football game. Coach may request, subject to the approval of the Director of Athletics, use of a box of fourteen seats. Four (4) basketball tickets will be provided for each University home basketball game. Such tickets may not be resold or exchanged for anything of value by Coach. Coach shall be allowed to request additional tickets, if he deems it necessary, and such request shall be fulfilled if possible.

(e) Retirement

It is agreed that the funded retirement benefits usually paid to University administrative (exempt) staff will apply to the employment of Coach under this Agreement, as follows: The University will contribute an amount equal to 10% of the annual base salary compensation stipulated in Paragraph 6.(a) hereof and the Coach will contribute 5% of said annual base salary compensation for this purpose, subject to limitations contained in the Internal Revenue Code for such contributions. The Coach may, at his election, contribute additional amounts to the University retirement plans subject to Internal Revenue Service and University limitations.

(f) Vacation

Coach shall be entitled to vacation leave, subject to approval of the Director of Athletics. Vacation leave does not accrue.

(g) Club Memberships

The University agrees to provide Coach a membership in a local golf and country club of his choice, in addition to a membership at the University Club.

8. Events of Default and Termination

- (a) If the University should terminate intercollegiate football during the term hereof, the University shall have the right to terminate this Agreement upon payment to Coach of the salary stated in paragraphs 6.(a) and 6.(b) payable, as provided, in equal monthly installments for the unexpired term of this Agreement.
- (b) If the University terminates this Agreement for "cause," as defined in Paragraph 8.(d), herein, no compensation whatsoever will be paid to the Coach.
- (c) The University shall have the right at any time to terminate this Agreement without cause and for its convenience prior to its expiration. Termination by the University without cause shall be effectuated by delivering to Coach written notice of the University's intent to terminate this Agreement without cause; notice shall be effective upon the earlier of the (i) date for termination specified in the notice or (ii) fourteen (14) days after receipt of such notice by Coach. If the University terminates this Agreement any time before December 1, 2015, without cause, the University shall pay, and Coach agrees to accept as liquidated damages, the remaining salary stated under Paragraph 6.(a) and 6.(b) through November 30, 2017 to be paid on a monthly basis through the end of the original term of the Agreement. If the University terminates this Agreement any time between December 1, 2015 and November 30, 2016 without cause the University shall pay, and Coach agrees to accept as liquidated damages, 80% of the remaining salary stated under Paragraph 6.(a) and 6.(b), such payment to be made on the date that is sixty (60) days after the date of the notice of the University's intent to terminate. If the University terminates this Agreement any time between December 1, 2016 and November 30, 2017 the University shall pay, and the Coach agrees to accept as liquidated damages, 60 % of the remaining salary stated under Paragraph 6 (a) and 6 (b), such payment to be made on the date that is sixty (60) days after the date of the notice of the University's intent to terminate. Coach will be entitled to continue such benefits at Coach's own expense as required or permitted by law, but Coach will not otherwise be entitled to any employment or other benefit described herein. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its expiration may cause the Coach to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach's employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the

University and acceptance thereof by the Coach shall constitute adequate and reasonable compensation to the Coach for the damages and injuries suffered by the Coach because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.

- (d) The word "cause," as used herein, shall mean the occurrence of any of the following:
- (i) Any major violations of NCAA or SEC bylaws or regulations in the football program (as defined by each such organization) by the coach or by any person noted in paragraph 2.(a) when the coach knew or had reason to know of such violation(s) and failed to prevent or attempt to prevent such violation(s), engaged in actions designed to conceal such violation(s), or failed to report such violation(s) to the Director of Athletics and/or the Director of Compliance.
  - (ii) Failure to follow any written University policies and procedures, including any written policies of the Athletic Department;
  - (iii) Acts of misconduct including, but not limited to, conviction of a felony, or a finding that the Coach has at any time materially violated NCAA or SEC bylaws, rulings, regulations or policies applicable to the University or to the Coach's prior employers at the time of the violation. Misconduct shall also extend to such major violations of NCAA or University rules or policies if committed by any personnel described in paragraph 2(a)(i)-(v) when the coach knew or had reason to know of such misconduct and failed to prevent or attempt to prevent such misconduct, engaged in actions designed to conceal such misconduct, or failed to report such misconduct to the Director of Athletics and/or the Director of Compliance.
  - (iv) Refusal or intentional failure to furnish information relevant to an investigation of a possible violation of an NCAA or SEC bylaw or regulation;
  - (v) Refusal to cooperate with the NCAA, SEC or University staff in the investigation of violations of NCAA or SEC regulations;
  - (vi) Involvement in arranging for academic fraud by or for prospective or enrolled student-athletes;
  - (vii) Involvement in offering or providing prospective or enrolled student-athletes improper inducements or extra benefits;
  - (viii) Knowingly and intentionally furnishing the NCAA, SEC or the University false or misleading information concerning the Coach or any staff member's or athletics' representative's involvement in or knowledge of a violation of an NCAA or SEC regulation;

- (ix) Knowingly and intentionally providing information to individuals involved in organized gambling activities concerning intercollegiate athletics competition;
  - (x) Soliciting a bet on any inter-collegiate team or accepting a bet on any team representing the University;
  - (xi) Participating in any gambling activity that involves intercollegiate athletics or professional athletics through a bookmaker, a parlay card, or any other method employed by organized gambling;
  - (xii) Failure or refusal to provide, in compliance with NCAA Bylaw 11.2.2, a detailed account, in writing, to the Director of Athletics and the President of the University, on at least an annual basis, the sources and amounts of all athletically related income, compensation, gratuities, or benefits from sources external to the University; or,
  - (xiii) Receiving benefits for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor.
- (e) It is not the intention of the parties that this Agreement be terminable for minor, technical or otherwise insignificant University regulations or for NCAA or SEC violations which do not entail the risk of major institutional penalties. However, 'major infraction' violations by the Coach or by a staff member described in paragraph 2.(a)(i)-(v) or by a student-athlete or representative of the University's athletic interests where the coach knew or should have known of the violation of said bylaws of either the NCAA or SEC are 'cause' for termination of this Agreement by the University. Anything in this Agreement to the contrary notwithstanding, it is hereby stipulated pursuant to NCAA Bylaw 11.2.1. that the Coach may be suspended for a period of time, without pay, or that the Coach's employment may be terminated if the Coach is found to be involved in deliberate and serious violations of NCAA or SEC bylaws. Coach acknowledges that the University is obligated to, and will report, all such violations to the NCAA and SEC. It is further stipulated that pursuant to NCAA Bylaw 11.2.1 if the Coach is found to be in violation of NCAA regulations, then the Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.
- (f) In the event of Coach's death, the University shall produce a final monthly paycheck for the appropriate rate of pay in accordance with the number of days the Coach actually worked. Dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of administrative (exempt) staff of the University.
- (g) In the event Coach shall become permanently disabled during the term of this Agreement, the University shall continue to provide all salary and benefits to Coach provided for pursuant to paragraphs 6.(a) and 7.(a), (c), (d) and (e) of this

Agreement as if Coach were fully performing such duties until the expiration of the Contract Year in which the permanent disability occurs, and upon such expiration date this Agreement shall terminate; provided, however, that any such termination of this Agreement shall not affect Coach's right to continue to receive all disability payments provided pursuant to the disability plan referenced in paragraph 7.(c).

(h) Suspension for Cause

In lieu of termination for cause, the University may suspend Coach for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under this Paragraph 9. During such a period of suspension, Coach shall not be entitled to receive annual base salary.

As an alternative or supplement to any other remedies available hereunder the University may suspend Coach for the following grounds: (1) in the event of an indictment or information being filed against Coach charging a felony; or (2) in the event of the commencement, filing, or delivery of any notice of formal inquiry or charge or in the event of a preliminary finding by NCAA, SEC, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, significant, or repetitive violations by Coach personally of NCAA or SEC rules, or such violations by other persons about which violations Coach knew or reasonably should have known, and willfully or with gross negligence failed to act to prevent, limit, or mitigate. Such suspension may continue until final resolution of such matter or proceeding. During such suspension, Coach shall receive only current annual base salary described in Paragraphs 6.(a) and benefits described in Paragraph 7.(a), (c), (d), (e) and (f), and Coach shall not be entitled to receive any other benefits or perquisites hereunder for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of Coach, and does not otherwise represent an independent basis for termination hereunder for cause, University shall make the Coach whole for benefits hereunder otherwise payable to Coach during the period of suspension. Suspension under this paragraph shall not limit or prevent the right of the University to act pursuant to other provisions of this contract during or subsequent to such suspension.

(i) Suspension or Fine Imposed by the SEC or NCAA

Notwithstanding any other provision of this Agreement to the contrary, if Coach is suspended by the SEC or NCAA, Coach shall automatically be suspended by the Athletic Department for the duration of the SEC or NCAA imposed suspension without further notice or process. During such suspension Coach shall not be entitled to receive any compensation, benefits, or any other payments under this Agreement, except for only the Basic Benefits provided under paragraph 7.(c) and 7.(e) of this Agreement. Notwithstanding any other provision of this Agreement to

the contrary, if Coach is fined by the SEC or NCAA for conduct attributable to Coach or assistant coaching staff, Coach shall be solely responsible for payment of the fine. In the event this agreement is terminated by either party, with or without cause, the Athletic Department shall collect the fined amount as it would any other unpaid obligation of employee.

9. Notices

All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

To Coach: \_\_\_\_\_

Athletic Department  
Memorial Coliseum  
University of Kentucky  
Lexington, KY 40506-0019

With a Copy to: CAA Sports LLC  
Attn: Mr. Rick Landrum  
6060 Poplar Ave Ste 470  
Memphis, TN 38119-0910

To: Mitch Barnhart

University of Kentucky  
Athletic Department  
Joe Craft Center  
University of Kentucky  
Lexington, KY 40506-0019

With a copy to:

President  
University of Kentucky  
Main Building  
University of Kentucky  
Lexington, KY 40506-0032

With a copy to:

General Counsel  
University of Kentucky  
Main Building  
Lexington, KY 40506-0032

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address shall be deemed given only upon receipt.

10. Severability

If any term, clause or provision of this Agreement shall be deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the legality, validity or enforceability or any other term, clause, or provision of this Agreement, and this Agreement shall be construed and enforced as if such term, clause or provision had not been included.

11. Governing Law

This Agreement shall be governed by, construed, and enforced under the laws of the Commonwealth of Kentucky.

12. Binding Effect

This Agreement binds and is for the benefit of the University and its successors, assignees, and legal representatives and of the Coach and his heirs, assignees, administrators, and personal representatives.

13. Amendment

No amendment, change, waiver, discharge, or modification of any provision of this agreement shall be valid unless it is evidenced by a written instrument signed by both parties hereto.

14. Waiver

The failure of either party to require strict performance by the other party of any provision of this Agreement shall not be deemed to affect that party's right to subsequently enforce a provision hereof. A waiver of a breach of any provision of this Agreement is not a waiver of any other breach or a waiver of the provision.

15. Headings

The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

16. Assignment

Neither party may assign its duties or obligations hereunder, in whole or in part, without the prior express written agreement of the other party.

17. Entire Agreement

This Agreement incorporates any and all prior oral agreements and understandings of the parties with respect to its subject matter.

**18. Authority**

Each party warrants and represents that it has the full right, power and authority to enter into and perform this Agreement and to make the covenants set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as indicated below.

THE UNIVERSITY OF KENTUCKY

By: Eli Capilouto Date: 11-26-12

Eli Capilouto, President

By: Mitch Barnhart Date: 11/26/12

Mitch Barnhart, Director of Athletics

COACH

By: [Signature] Date: 11/26/2012



AMENDMENT TO "HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT"

THIS AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT (hereinafter Amendment) is made and entered into this 1<sup>st</sup> day of May, 2014, by and between the UNIVERSITY OF KENTUCKY (hereinafter referred to as University) and the HEAD FOOTBALL COACH Mark Stoops (hereinafter referred to as Coach), together and collectively herein "Party or Parties":

WHEREAS, the Parties entered into HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT between the University of Kentucky and Head Football Coach Mark Stoops (hereinafter referred to as Agreement); and

WHEREAS, circumstances have changed; and

WHEREAS, both Parties wish to make changes to the Agreement,

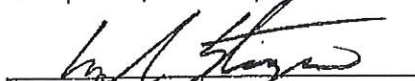
NOW, THEREFORE, the parties agree as follows:

1. Per Paragraph # 1 of the Agreement, the term of the Agreement began on December 2, 2012 and shall terminate on June 30, 2019. Other provisions of Paragraph # 1 remain in effect.
2. Per Paragraph # 6.b.i, Coach's yearly compensation rate shall continue to escalate at a rate of an additional \$100,000 for fiscal 2017-18 and another additional \$150,000 in fiscal year 2018-19. Other provisions of Paragraph #6 remain in effect.
3. The third, fourth, and fifth sentences of Paragraph #8(c) shall be deleted and rewritten to read as follows: "If the University terminates this Agreement any time before December 1, 2016, without cause, the University shall pay, and Coach agrees to accept as liquidated damages, all of the remaining salary stated under Paragraph 6.(a) and 6.(b) through the end of the term of the Agreement to be paid on a monthly basis through the end of the term. If the University terminates this Agreement any time between December 1, 2016, and November 30, 2017, without cause the University shall pay, and Coach agrees to accept as liquidated damages, 80% of the remaining salary stated under Paragraph 6.(a) and 6.(b), as amended, such payment to be made on the date that is sixty (60) days after the date of the notice of the University's intent to terminate. If the University terminates this Agreement any time after November 30, 2017, without cause the University shall pay, and Coach agrees to accept as liquidated damages, 60% of the remaining salary stated under Paragraph 6.(a) and 6.(b), as amended, such payment to be made on the date that is sixty (60) days after the date of the notice of the University's intent to terminate." All other provisions of Paragraph #8(c) remain in effect.
4. All other provisions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by and between their duly authorized agents as of the date and year first above written.

UNIVERSITY OF KENTUCKY

  
Eli Capilouto, University President

  
Mark Stoops, Head Football Coach

  
Mitch Barnhart, Athletics Director

4-23-2014  
Date

## SECOND AMENDMENT TO HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT (hereinafter "Second Amendment") is made and entered into this 29 day of October, 2014, by and between the UNIVERSITY OF KENTUCKY (hereinafter referred to as "University") and the HEAD FOOTBALL COACH Mark Thomas Stoops (herein referred to as "Coach"), together and collectively herein "Party" or "Parties:"

WHEREAS, the Parties entered into HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT (herein "Agreement") between the University and Coach dated November 26, 2012; and

WHEREAS, the Parties executed an AMENDMENT TO HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT (herein "First Amendment") between the University and Coach dated May 1, 2014; and

WHEREAS, circumstances have changed and the Parties desire the change the terms of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. The First Amendment shall be deleted and replaced in its entirety with this Second Amendment.
2. Paragraph 1 of the Agreement shall be deleted and replaced with the following:

Term: This Agreement shall begin on November 1, 2014 and end on June 30, 2020 unless terminated at an earlier date as provided herein.
3. Paragraph 6 (b) (i) i of the Agreement shall be deleted and replaced with the following:
  - i. For the period beginning November 1, 2014 and ending June 30, 2015: A prorated portion equal to an annual sum of Two Million, Six Hundred Thousand Dollars (\$2,600,000)
4. Paragraph 6 (b) (i) ii of the Agreement shall be deleted and replaced with the following:
  - ii. For the period beginning July 1, 2015 and ending June 30, 2016: Two Million, Eight Hundred Fifty Thousand Dollars (\$2,850,000)
5. Paragraph 6 (b) (i) iii of the Agreement shall be deleted and replaced with the following:
  - iii. For the period beginning July 1, 2016 and ending June 30, 2017: Three Million One Hundred Thousand Dollars (\$3,100,000)
6. Paragraph 6 (b) (i) iv of the Agreement shall be deleted and replaced with the following:
  - iv. For the period beginning July 1, 2017 and ending June 30, 2018: Three Million, Three Hundred Fifty Thousand Dollars (\$3,350,000)
7. Paragraph 6 (b) (i) v of the Agreement shall be deleted and replaced with the following:
  - v. For the period beginning July 1, 2018 and ending June 30, 2019: Three Million, Six Hundred Thousand Dollars (\$3,600,000)

8. A new Paragraph 6 (b) (i) vi shall be added to the Agreement and state:

vi. For the period beginning July 1, 2019 and ending June 30, 2020: Three Million, Eight Hundred Fifty Thousand Dollars (\$3,850,000)

9. Beginning July 1, 2015, Section 6 (c) (I-xi) of the Agreement shall be removed in its entirety and replaced with the following:

6 (c) Incentive Compensation

(i) In addition to his base compensation, Coach will receive Two Hundred Fifty Thousand Dollars (\$250,000) for each win beginning with the seventh (7<sup>th</sup>) win of each season.

(ii) In the event the University's football team wins the SEC Championship Game or participates in the Bowl Championship Series (or its Successor), Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary a performance supplement of Two Hundred Thousand Dollars (\$200,000). In the event the University's football team wins the National Championship, Coach will receive an additional performance supplement of Two Hundred Thousand Dollars (\$200,000).

(iii) In the event the University's football team participates in a non-bowl championship series (or its successors) and the bowl game provides receipts which result in a balance of more than Two Million Dollars (\$2,000,000), Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year, a performance supplement of One Hundred Twenty Five Thousand Dollars (\$125,000).

(iv) In the event the University's football team achieves a cumulative team grade point average of 2.75 or higher for football student-athletes receiving an athletics scholarship in any academic semester, Coach will, in any semester in which the aforementioned occurs, receive, in addition to his regular base salary for that semester a performance supplement of Fifty Thousand Dollars (\$50,000). A maximum bonus related to team grade point average of One Hundred Thousand Dollars (\$100,000) can be earned by Coach in any academic year. Semester shall mean the fall semester or the spring semester and shall not mean any summer term.

(v) In the event the University's football team achieves a minimum of .950 Academic Progress Rate as recognized by the NCAA for football in any academic year, Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year a performance supplement of Fifty Thousand Dollars (\$50,000). Should the NCAA adjust the APR threshold, the Athletics Director and Coach shall meet to discuss the adjustment of this threshold.

10. The third, fourth, and fifth sentences of Paragraph 8(c) of the Agreement shall be deleted and replaced with the following:

"If the University terminates this Agreement any time before December 1, 2017, without cause, the University shall pay, and Coach agrees to accept as liquidated damages, all of

the remaining salary stated under Paragraph 6 (a) and 6 (b) through the end of the term of the Agreement to be paid on a monthly basis throughout the end of the term. If the University terminates this Agreement without cause anytime between December 1, 2017 and November 30, 2018, the University shall pay, and Coach agrees to accept as liquidated damages, eighty percent (80%) of the remaining salary stated under Paragraph 6(a) and 6(b) as amended. Such payment is to be made on the date that is sixty (60) days after the date of the notice of the University's intent to terminate. If the University terminates this Agreement with cause any time after November 30, 2018, the University shall pay and Coach agrees to accept as liquidated damages, sixty percent (60%) of the remaining salary stated under Paragraph 6(a) and 6 (b) as amended, such payment to be made on the date that is sixty (60) days after the date of the notice of the University's intent to terminate."

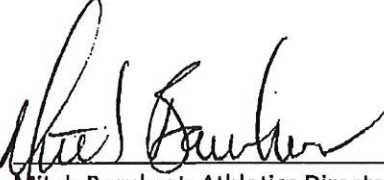
All other provisions of Paragraph 8(c) remain in effect.

11. All other provisions of the Agreement remain/unchanged and in effect.

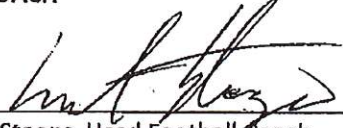
IN WITNESS WHEREOF, the Parties hereto have executed this SECOND AMENDMENT TO "HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT" as of the date and year first written above.

For UNIVERSITY

  
\_\_\_\_\_  
Eli Capilouto, President

  
\_\_\_\_\_  
Mitch Barnhart, Athletics Director

For COACH

  
\_\_\_\_\_  
Mark Stoops, Head Football Coach

10-29-14  
Date

### THIRD AMENDMENT TO HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT ("Third Amendment") is made and entered into this 15th day of March, 2017, by and between the UNIVERSITY OF KENTUCKY ("University") and the HEAD FOOTBALL COACH Mark Thomas Stoops ("Coach"), together and collectively referred to as "Party" or "Parties."

WHEREAS, University and Coach entered into a HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated November 26, 2012 ("Original Agreement"); and

WHEREAS, University and Coach entered into an AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated May 1, 2014 ("First Amendment"); and

WHEREAS, University and Coach entered into a SECOND AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated October 29, 2014 ("Second Amendment"); and

WHEREAS, circumstances have changed and the Parties desire to further amend certain terms of the Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. As used in this Third Amendment, the term "Agreement" shall refer to the Original Agreement as amended by the First Amendment and Second Amendment.
2. Coach acknowledges receipt of all compensation and benefits due him under the Agreement prior to its amendment herein, through February 28, 2017.
3. Paragraph 1 of the Agreement is deleted and replaced with the following:

"1. Term.

(a) The current term of this Agreement shall begin on November 1, 2014 and end on June 30, 2022 unless terminated on an earlier date as provided herein ("Term"). For purposes of this Agreement, "Agreement Year" shall mean the University fiscal year beginning July 1 of one calendar year and ending on June 30 of the next calendar year.

(b) Automatic extension. The Term of this Agreement shall be automatically extended as follows:

- i. At the conclusion of each football season in which the University's football team wins at least seven (7) but no more than nine (9) games (including, if

applicable, any post-season games), the Term of this Agreement shall be extended automatically by one Agreement Year.

ii. At the conclusion of each football season in which the University's football team wins ten (10) or more games (including, if applicable, any post-season games), the Term of this Agreement shall be extended automatically by two Agreement Years."

4. Paragraph 6 (b) (i) is amended by adding the following new subparagraphs immediately after Paragraph 6 (b) (i) vi:

"vii. For the period beginning July 1, 2020 and ending June 30, 2021: Four Million One Hundred Thousand Dollars (\$4,100,000).

viii. For the period beginning July 1, 2021 and ending June 30, 2022: Four Million Three Hundred Fifty Thousand Dollars (\$4,350,000).

ix. For each new Agreement Year added to the Term of this Agreement under Paragraph 1(b), the amount paid under this Paragraph 6(b)(i) shall be increased by Two Hundred Fifty Thousand Dollars (\$250,000) from the amount paid to Coach for the immediately preceding Agreement Year."

5. Effective July 1, 2017, Paragraph 6 (c) (i-v) of the Agreement is deleted in its entirety and replaced with the following:

"6 (c) Incentive Compensation

In addition to his base compensation, Coach will be eligible to receive the following performance supplement compensation in each Agreement Year:

(i) Coach will receive Two Hundred Fifty Thousand Dollars (\$250,000) for each win by the University's football team beginning with the seventh (7<sup>th</sup>) win of each season (including, if applicable, any post-season games).

(ii) SEC Championship Game. In any Agreement Year in which the University's football team participates in the SEC Championship Game, Coach will receive a performance supplement under this subparagraph of One Hundred Thousand Dollars (\$100,000). If the football team wins the SEC Championship Game, Coach will receive a maximum performance supplement under this subparagraph of Two Hundred Thousand Dollars (\$200,000).

(iii) College Football Playoff (CFP). In any Agreement Year in which the University's football team participates in one of the bowl games that participate in the CFP system (currently the Cotton Bowl, Fiesta Bowl, Orange Bowl, Peach

Bowl, Rose Bowl and Sugar Bowl), Coach will receive a performance supplement under this subparagraph of Two Hundred Thousand Dollars (\$200,000); or, if the University's football team participates in one of the bowl games designated as a CFP Semi-Final game, Coach will receive a total performance supplement under this subparagraph of Three Hundred Thousand Dollars (\$300,000); or, if the University's football team participates in the CFP National Championship game, Coach will receive a total performance supplement under this subparagraph of Four Hundred Thousand Dollars (\$400,000); or, if the University's football team wins the CFP National Championship, Coach will receive a maximum performance supplement under this subparagraph of Five Hundred Thousand Dollars (\$500,000).

(iv) Other Bowl Game Participation. In any Agreement Year in which the University's football team wins six (6) games and participates in a bowl game, Coach will receive a performance incentive of Fifty Thousand Dollars (\$50,000) if the bowl game is a non-SEC affiliated bowl game, or One Hundred Thousand Dollars (\$100,000) if the bowl game is an SEC affiliated bowl game. Coach will not receive any performance supplements under this subparagraph if Coach receives the 7-win season performance supplement specified in Paragraph 6 (c) (i) above.

(v) Team GPA. In the event the University's football team achieves a cumulative team grade point average of 2.75 or higher for football student-athletes receiving an athletics scholarship in any academic semester, Coach will receive a performance supplement of Fifty Thousand Dollars (\$50,000). A maximum bonus related to team grade point average of One Hundred Thousand Dollars (\$100,000) can be earned by Coach in any academic year. Semester shall mean the fall semester or the spring semester and shall not mean any summer term.

(vi) Academic Progress Rate. In the event the University's football team achieves a minimum of .975 Academic Progress Rate as recognized by the NCAA for football in any academic year, Coach will receive a performance supplement of Fifty Thousand Dollars (\$50,000). Should the NCAA adjust the APR threshold, the Athletics Director and Coach shall meet to discuss the adjustment of this threshold.

The University acknowledges and agrees that payment of the performance supplement for any of the aforementioned achievements shall be made in a timely manner following such achievement(s)."

6. The changes made to Paragraph 8 (c) of the Agreement by Section 10 of the Second Amendment shall be deleted in their entirety and are replaced with the following:

"If the University terminates this Agreement any time before the end of the Term, without cause, the University shall pay, and Coach agrees to accept as liquidated damages seventy-five percent (75%) of the remaining salary under Paragraph 6(a) and 6(b) through the end of the Term of the Agreement, such payment to be made the date that is sixty (60) days after the date of the notice of the University's intent to terminate."

All other provisions of Paragraph 8(c) remain in effect.


7. Paragraph 8 is amended by adding the following new Paragraph 8 (j) immediately following Paragraph 8 (i):


"The Coach shall have the right to terminate this Agreement without cause and for its convenience prior to its expiration, at any time outside the regular football season, defined for purposes of this subparagraph as the period beginning one month prior to the first game of the season, and ending at the conclusion of the final regular season game during any given Agreement Year. Termination by the Coach without cause shall be effectuated by delivering to University written notice of Coach's intent to terminate this Agreement without cause. Such notice shall be effective upon the earlier of (i) the date of termination stated in the notice, or (ii) fourteen (14) days after University's receipt of such notice. If Coach terminates this Agreement without cause, with the exception of any previously earned but unpaid compensation, Coach shall receive no compensation under this Agreement that accrues or becomes due and payable after the effective date of termination, and Coach shall repay University the sum of One Million Dollars (\$1,000,000), within sixty (60) days of the effective date of termination."

8. All other provisions of the Agreement remain unchanged and in effect.

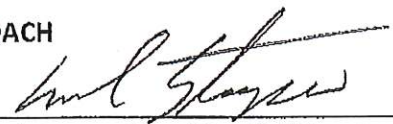
IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the date and year first written above.

UNIVERSITY OF KENTUCKY

  
\_\_\_\_\_  
Eli Capilouto, President

  
\_\_\_\_\_  
Mitch Barnhart, Athletics Director

COACH

  
\_\_\_\_\_  
Mark Stoops, Head Football Coach

3-16-17  
\_\_\_\_\_  
Date

*mark*



**Mark Stoops Contract Terms**

Two-year Extension and New Contract Provisions  
Updated March 21, 2017

	Current								Two-year Extension	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22
<b>1</b>	<b>Guaranteed Comp</b>									
<b>2</b>	Salary	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
<b>3</b>	Media/Endorsements	933,333	1,650,000	2,300,000	2,850,000	3,100,000	3,350,000	3,600,000	3,850,000	4,100,000
<b>4</b>	<b>Total Guaranteed Comp</b>	<b>1,333,333</b>	<b>2,050,000</b>	<b>2,700,000</b>	<b>3,250,000</b>	<b>3,500,000</b>	<b>3,750,000</b>	<b>4,000,000</b>	<b>4,250,000</b>	<b>4,500,000</b>
<b>5</b>	<b>Incentives</b>									
<b>6</b>	Win 5+ SEC games	100,000	100,000	-	-	-	-	-	-	-
<b>7</b>	Each SEC win 2+	100,000	100,000	-	-	-	-	-	-	-
<b>8</b>	SEC Eastern Division Champ	100,000	100,000	-	-	-	-	-	-	-
<b>9</b>	SEC Championship Participation	200,000	200,000	200,000	200,000	200,000	100,000	100,000	100,000	100,000
<b>10</b>	Win SEC Championship	-	-	-	-	-	200,000	300,000	200,000	200,000
<b>11</b>	College Football Playoff Participation	-	-	-	-	-	200,000	200,000	200,000	200,000
<b>12</b>	Semi Final Championship Participation	-	-	-	-	-	300,000	300,000	300,000	300,000
<b>13</b>	National Championship Participation	200,000	200,000	200,000	200,000	200,000	400,000	400,000	400,000	400,000
<b>14</b>	Win National Championship	-	-	-	-	-	500,000	500,000	500,000	500,000
<b>15</b>	Bowl game provides <\$2m receipts	50,000	50,000	-	-	-	-	-	-	-
<b>16</b>	Bowl game provides >\$2m receipts	125,000	125,000	125,000	125,000	125,000	-	-	-	-
<b>17</b>	6 Wins Only: Non-SEC affiliated Bowl Game	-	-	-	-	-	50,000	50,000	50,000	50,000
<b>18</b>	6 Wins Only: SEC affiliated Bowl Game	-	-	-	-	-	100,000	100,000	100,000	100,000
<b>19</b>	Each win 7+	-	-	250,000	250,000	250,000	250,000	250,000	250,000	250,000
<b>20</b>	Team GPA 2.75+ (annual)	50,000	50,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<b>21</b>	Academic Progress Rate .950	25,000	25,000	50,000	50,000	50,000	-	-	-	-
<b>22</b>	Academic Progress Rate .975	-	-	-	-	-	50,000	50,000	50,000	50,000
<b>23</b>	SEC Coach of the Year	25,000	25,000	-	-	-	-	-	-	-
<b>24</b>	National Coach of the Year	75,000	75,000	-	-	-	-	-	-	-
<b>25</b>	<b>Total Incentive Comp</b>	<b>1,050,000</b>	<b>1,050,000</b>	<b>925,000</b>	<b>925,000</b>	<b>925,000</b>	<b>2,250,000</b>	<b>2,250,000</b>	<b>2,250,000</b>	<b>2,250,000</b>
<b>26</b>	<b>Grand Total</b>	<b>\$ 2,383,333</b>	<b>\$ 3,100,000</b>	<b>\$ 3,625,000</b>	<b>\$ 4,175,000</b>	<b>\$ 4,425,000</b>	<b>\$ 6,000,000</b>	<b>\$ 6,250,000</b>	<b>\$ 6,500,000</b>	<b>\$ 7,000,000</b>
<b>27</b>	<b>Termination by University without Cause - Financial Payment</b>									
<b>28</b>	Current Agreement	-	-	-	-	12,000,000	6,600,000	2,550,000	-	-
<b>29</b>	75% of remaining guaranteed comp	-	-	-	-	15,937,500	13,125,000	10,125,000	5,550,000	2,967,750
<b>30</b>	<b>Termination by Coach without Cause</b>									
<b>31</b>	Should coach terminate for no cause, coach will owe payments to the University.	-	-	-	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
<b>32</b>	<b>Automatic Extension Provision</b>									
<b>33</b>	At the conclusion of each football season in which the University's football team wins seven or more games, an additional Contract Year shall automatically be added to the end of the Term.									
<b>34</b>	If the University's football team wins ten or more games, two additional Contract Years shall automatically be added to the end of the Term. The Extension Provisions are not cumulative.									
<b>35</b>	I.e. the maximum extension awarded for one season of achievement cannot exceed two years. Each additional Contract Year shall endure an increase in Multiple Media and Endorsements Compensation									
<b>36</b>	by \$250,000 for that additional Contract Year.									
<b>37</b>	<b>Notes</b>									
<b>38</b>	Indicates change from current agreement									
<b>39</b>	Indicates change made on 3.13.17									
<b>40</b>	Lines 10-11 are not cumulative. E.g. If Coach participated in and won a SEC Championship, the total incentive payment would be \$200,000.									
<b>41</b>	Lines 12-15 are not cumulative. E.g. If Coach participated in and won a National Championship, the total incentive payment would be \$500,000.									
<b>42</b>	Contract initially based on calendar year, then revised to fiscal year 11/2014									
<b>43</b>	Line 21 represents an annual amount, split 50/50 per semester of achievement									

#### **FOURTH AMENDMENT TO HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT ("Fourth Amendment") is made and entered into effective July 1, 2019, by and between the UNIVERSITY OF KENTUCKY ("University") and the HEAD FOOTBALL COACH Mark Thomas Stoops ("Coach"), together and collectively referred to as "Party" or "Parties."

WHEREAS, University and Coach entered into a HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated November 26, 2012 ("Original Agreement"); and

WHEREAS, University and Coach entered into an AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated May 1, 2014 ("First Amendment"); and

WHEREAS, University and Coach entered into a SECOND AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated October 29, 2014 ("Second Amendment"); and

WHEREAS, University and Coach entered into a THIRD AMENDMENT TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT dated March 15, 2017 ("Third Amendment"); and

WHEREAS, circumstances have changed and the Parties desire to further amend certain terms of the Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. As used in this Fourth Amendment, the term "Agreement" shall refer to the Original Agreement as amended by the First Amendment, Second Amendment and Third Amendment.
2. Coach acknowledges receipt of all compensation and benefits due him under the Agreement prior to its amendment herein, through June 30, 2019.
3. The parties acknowledge that the end of the current Term of the Agreement is June 30, 2025.
4. Paragraph 6 (b) (i) is amended by deleting subparagraphs vi, vii, viii, and ix and replacing them with the following subparagraphs immediately after Paragraph 6 (b) (i) v:

“vi. For the period beginning July 1, 2019 and ending June 30, 2020: Four Million Three Hundred Fifty Thousand Dollars (\$4,350,000).

vii. For the period beginning July 1, 2020 and ending June 30, 2021: Four Million Six Hundred Thousand Dollars (\$4,600,000).

viii. For the period beginning July 1, 2021 and ending June 30, 2022: Four Million Eight Hundred Fifty Thousand Dollars (\$4,850,000).

ix. For the period beginning July 1, 2022 and ending June 30, 2023: Five Million One Hundred Thousand Dollars (\$5,100,000).

x. For the period beginning July 1, 2023 and ending June 30, 2024: Five Million Three Hundred Fifty Thousand Dollars (\$5,350,000).

xi. For the period beginning July 1, 2024 and ending June 30, 2025: Five Million Six Hundred Thousand Dollars (\$5,600,000).

xii. For each new Agreement Year added to the Term of this Agreement under Paragraph 1(b), the amount paid under this Paragraph 6(b)(i) shall be increased by Two Hundred Fifty Thousand Dollars (\$250,000) from the amount paid to Coach for the immediately preceding Agreement Year.”

5. Effective July 1, 2019, Paragraph 6 (c) of the Agreement is deleted in its entirety and replaced with the following:

“6 (c) Incentive Compensation

In addition to his base compensation, Coach will be eligible to receive the following performance supplement compensation in each Agreement Year:

(i) Coach will receive Two Hundred Fifty Thousand Dollars (\$250,000) for each win by the University’s football team beginning with the ninth (9<sup>th</sup>) win of each season (including, if applicable, any post-season games).

(ii) SEC Championship Game. In any Agreement Year in which the University’s football team participates in the SEC Championship Game, Coach will receive a performance supplement under this subparagraph of One Hundred Thousand Dollars (\$100,000); or, if the football team wins the SEC Championship Game, Coach will receive a

maximum performance supplement under this subparagraph of Two Hundred Thousand Dollars (\$200,000).

(iii) College Football Playoff (CFP). In any Agreement Year in which the University's football team participates in one of the bowl games that participate in the CFP system (currently the Cotton Bowl, Fiesta Bowl, Orange Bowl, Peach Bowl, Rose Bowl and Sugar Bowl), Coach will receive a performance supplement under this subparagraph of Two Hundred Thousand Dollars (\$200,000); or, if the University's football team participates in one of the bowl games designated as a CFP Semi-Final game, Coach will receive a total performance supplement under this subparagraph of Three Hundred Thousand Dollars (\$300,000); or, if the University's football team participates in the CFP National Championship game, Coach will receive a total performance supplement under this subparagraph of Four Hundred Thousand Dollars (\$400,000); or, if the University's football team wins the CFP National Championship, Coach will receive a maximum performance supplement under this subparagraph of Five Hundred Thousand Dollars (\$500,000).

(iv) Other Bowl Game Participation. In any Agreement Year in which the University's football team wins six (6) games and participates in a bowl game, Coach will receive a performance supplement of One Hundred Thousand Dollars (\$100,000).

(v) Team GPA. In the event the University's football team achieves a cumulative team grade point average of 2.75 or higher for football student-athletes receiving an athletics scholarship in any academic semester, Coach will receive a performance supplement of Fifty Thousand Dollars (\$50,000). A maximum bonus related to team grade point average of One Hundred Thousand Dollars (\$100,000) can be earned by Coach in any academic year. Semester shall mean the fall semester or the spring semester and shall not mean any summer term.

(vi) Academic Progress Rate. In the event the University's football team achieves a minimum of .975 Academic Progress Rate as recognized by the NCAA for football in any academic year, Coach will receive a performance supplement of Fifty Thousand Dollars (\$50,000). Should the NCAA adjust the APR threshold, the Athletics Director and Coach shall meet to discuss the adjustment of this threshold.

(vii) SEC Coach of the Year. In any Agreement Year in which Coach is named as the Southeastern Conference's Coach of the Year by

the league office or the Associated Press, Coach will receive a performance supplement of Fifty Thousand Dollars (\$50,000).

(viii) National Coach of the Year. In any Agreement Year in which Coach is named the National Coach of the Year by the Associated Press, USA Today, or the American Football Coaches Association, Coach will receive a performance supplement of One Hundred Thousand Dollars (\$100,000).

The University acknowledges and agrees that payment of the performance supplement for any of the aforementioned achievements shall be made in a timely manner following such achievement(s)."

6. Paragraph 7 of the Agreement is amended by adding the following immediately after Paragraph 7(g):

"(h) University will provide Coach up to ten (10) in-flight hours of private aircraft use for personal (non-University) travel each Agreement Year.

Coach acknowledges that some of the benefits listed above may be considered taxable to Coach under federal and state tax law and regulations."

7. Paragraph 8 (j) of the Agreement shall be deleted in its entirety and is replaced with the following:

"(j) The Coach shall have the right to terminate this Agreement without cause and for its convenience prior to its expiration, at any time outside the regular football season, defined for purposes of this subparagraph as the period beginning one month prior to the first game of the season, and ending at the conclusion of the final regular season game during any given Agreement Year. Termination by the Coach without cause shall be effectuated by delivering to University written notice of Coach's intent to terminate this Agreement without cause. Such notice shall be effective upon the earlier of (i) the date of termination stated in the notice, or (ii) fourteen (14) days after University's receipt of such notice. If Coach terminates this Agreement without cause, with the exception of any previously earned but unpaid compensation and any previously incurred but theretofore unreimbursed travel or other program-related expenses, Coach shall receive no compensation under this Agreement that accrues or becomes due and payable after the effective date of termination, and Coach shall pay University, within sixty (60) days of the effective date of termination, the following, as applicable:

- (i) If Coach terminates this Agreement prior to December 31<sup>st</sup> of an

Agreement Year with five or more full Agreement Years remaining in the Term, the sum of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000);

- (ii) If Coach terminates this Agreement prior to December 31<sup>st</sup> of an Agreement Year with four or more full Agreement Years remaining in the Term, the sum of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000);
- (iii) If Coach terminates this Agreement prior to December 31<sup>st</sup> of an Agreement Year with three or more full Agreement Years remaining in the Term, the sum of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000);
- (iv) If Coach terminates this Agreement prior to December 31<sup>st</sup> of an Agreement Year with two or more full Agreement Years remaining in the Term], the sum of One Million Five Hundred Thousand Dollars (\$1,500,000); or
- (v) If Coach terminates this Agreement prior to December 31<sup>st</sup> of an Agreement Year with one or more full Agreement Years remaining in the Term, the sum of One Million Five Hundred Thousand Dollars (\$1,500,000).

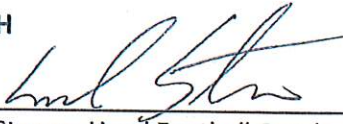
For example, if Coach terminated this Agreement before December 31, 2019, the amount due from Coach will equal \$1,750,000. If the University's football team wins at least seven (7) games in the 2019 season (thus granting Coach an additional Agreement Year until June 30, 2026) and Coach terminated this Agreement on January 2, 2020, the amount due from Coach will equal \$1,750,000. If, on the other hand, the team does not win at least seven (7) games in the 2019 season and the termination occurs on January 2, 2020, the amount due from Coach will equal \$1,650,000."

- 8. In accordance with recent changes in NCAA bylaws, Paragraph 5(b) of the Agreement is amended to add the following sentence at the end: "Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that Coach has an affirmative obligation to cooperate fully in the NCAA or SEC enforcement process, including the investigation and adjudication of a case, as set forth in NCAA or SEC bylaws or other procedures."
- 9. All other provisions of the Agreement remain unchanged and in effect.

**[Signature Page Follows]**

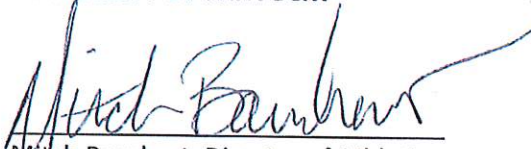
IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the date and year first written above.

COACH

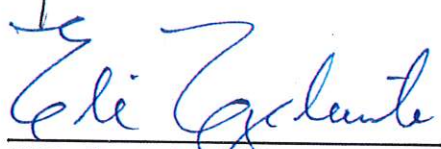
  
\_\_\_\_\_  
Mark Stoops, Head Football Coach

8/28/19  
Date

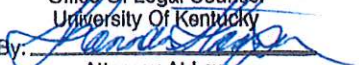
UNIVERSITY OF KENTUCKY

  
\_\_\_\_\_  
Mitch Barnhart, Director of Athletics

8/28/19  
Date

  
\_\_\_\_\_  
Eli Capilouto, President

8/28/19  
Date

Examined For Form & Legality  
Office Of Legal Counsel  
University Of Kentucky  
By:   
\_\_\_\_\_  
Attorney At Law