

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between Scott Satterfield (“Coach”) and the University of Louisville Athletic Association, Inc., a Kentucky Non-Profit Corporation (the “Employer” or “ULAA”), and is effective December 4, 2018 (the “Effective Date”).

WHEREAS, the Employer operates the intercollegiate athletics programs of the University of Louisville (the “University”), and desires to establish its right to the services of Coach as the head coach of the University’s varsity intercollegiate football team (the “Team”), on the terms and conditions hereinafter set forth, and Coach is willing to accept such employment on such terms and conditions;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, Coach and the Employer have agreed and do hereby agree as follows:

1. **Term of Agreement.** The term (“Term”) of this Agreement shall commence on the Effective Date and shall continue through December 31, 2024 (the “Expiration Date”), unless sooner terminated in accordance with the provisions of Section 17 below.

2. **Employment; Duties.**

(a) **Employment.** The Employer hereby employs Coach, and Coach hereby accepts employment with the Employer, as head coach of the Team upon all the terms and conditions set forth in this Agreement. The position for which Employee is employed is not eligible for tenure, and this employment in no way grants Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University or the Employer.

(b) **Basic Duties.** Coach shall work under the immediate supervision of the University’s Vice President for Intercollegiate Athletics and Director of Athletics (“Director of Athletics”), and shall confer with the Director of Athletics or the University’s designated sport administrator for its intercollegiate football program (the “Program”) on all matters requiring administrative and technical decisions. Coach shall be under the general supervision of the Chair of the Board of Directors of Employer, who is also President of the University. The Director of Athletics and Coach may confer with the Chair/President if a problem cannot otherwise be resolved. Coach’s duties shall include:

(i) Serving as head coach for the Team (including without limitation the making of customary coaching decisions such as development and implementation of the systems and strategies used on the field, conduct of practice and training, recruiting and selection of Team members, deployment of players, and all other matters relating to the practice for and play of games, as well as the performance of all other duties customarily associated with the position of head coach of a “Power 5” Division I intercollegiate football program);

(ii) Adhering to, respecting and following the academic and personal conduct standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes in the Program. Such academic and personal conduct standards, requirements and policies of the University shall not knowingly be compromised or

violated at any time by Coach, or by anyone for whose direct or indirect supervision he is responsible pursuant to this Agreement or University or Employer policies, procedures, rules and/or regulations. Coach shall monitor and encourage academic progress, in conjunction with faculty and the University, of student-athletes toward graduation, and Coach shall cooperate, and shall ensure that all Employer and/or University personnel under his direct or indirect supervision cooperate, with academic services and student services offered by the University or Employer for the benefit of student-athletes;

(iii) Establishing and maintaining Head Coach Control over the Program as such concept is defined by the NCAA and updated by the NCAA from time to time, including promoting an atmosphere of compliance with, and actively supervising assistant coaches, student athletes and other individuals under his direct or indirect supervision so as to maintain strict compliance with, the constitutions, bylaws, rules and regulations of the NCAA, the Atlantic Coast Conference and/or any other league or conference of which the University may be a member during the Term (the "Conference"), and any other athletics governing body to which the University may be subject (collectively, "Governing Body Requirements");

(iv) Engaging in (and using his best efforts to ensure that every person under Coach's direct or indirect supervision is engaging in) safe and responsible treatment of student athletes on the Team. Coach shall refrain from any act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of harm to a student athlete. Without limiting the preceding sentence, Coach shall comply with any and all applicable Employer and/or University policies, procedures, rules and/or regulations pertaining to medical clearance for participation, including deferring to University sports medicine personnel in accordance with applicable policies, procedures, rules and/or regulations.

(v) Promoting, representing and assisting the University and the Employer in marketing the University, the Program and the University's athletics program, through personal appearances, speeches, press conferences, internet broadcasts or displays, and other similar activities and events as requested from time to time; and

(vi) Such other related and customary duties not inconsistent with the preceding as the University's President/Employer's Chair of the Board, or the University's Director of Athletics, may assign.

(c) Broadcasts. Coach acknowledges that from time to time the University and/or the Employer may be presented with opportunities for the production and distribution of radio, television and/or internet broadcasts relating to the Program and/or the University's athletics program in general (the "Broadcasts"). Coach shall appear and participate in such Broadcasts in accordance with the instructions of the Employer and/or the University. In addition, Coach acknowledges that the Employer and/or the University may require Coach to record generic or topical television or radio promotions for the promotion of such Broadcasts, and such other shows or events as determined by the Employer and/or the University for the promotion of the University and its athletics program.

(d) Promotional Activities. Coach acknowledges that from time to time opportunities to promote, publicize and/or raise funds for the Employer, the University, the Program and/or the University's athletics program, and/or to participate in promotional activities or events of advertisers, sponsors, or affiliates of the University, will be presented to the Employer and/or the University. Such opportunities may involve personal appearances, speeches, press conferences, and other similar activities and events which shall include, but not necessarily be limited to, meeting with donors or sponsors. Coach acknowledges and agrees that he may be required to participate in or to make special appearances at such activities and events in accordance with the reasonable requests of the Employer and/or the University.

(e) Employer Acknowledgement. Notwithstanding any of the aforementioned duties and responsibilities, the Employer acknowledges, understands, and agrees that Coach's primary duties and responsibilities attendant to his position as head coach of the Team (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 Program) are paramount to the success of the Program; as such, the University agrees that requests for Coach to participate in the activities described in Sections 2(c) or 2(d) will be reasonable in nature and with due regard to the time required for Coach to fulfill his primary duties and responsibilities.

(f) Manufacturer Relationships. Coach acknowledges that from time to time the Employer and/or the University may enter into agreement(s) with one or more athletics footwear, equipment and/or clothing manufacturer(s) (collectively, the "Manufacturer") for reasonable use by the Manufacturer of Coach's personal services and expertise in the sport of football and/or for Coach's endorsement of the Manufacturer's products. In addition to providing such personal services and expertise to the Manufacturer, Coach shall grant to such Manufacturer the exclusive right and license to the pre-approved use in any media (now known or hereafter created, including the internet) of Coach's Identification (defined below), as provided in Section 16 of this Agreement, in connection with the production, advertisement, marketing, promotion, or sale of the Manufacturer's products. Throughout the Term, Coach shall take such reasonable actions, at no cost or expense to Coach, as are necessary to enable the Employer and/or the University (as applicable) to comply with its/their obligations under its/their agreement(s) with the Manufacturer, including without limitation wearing and/or using exclusively the products of the Manufacturer as and to the extent required thereby. During the Term, Coach shall not enter into or maintain any endorsement, promotional, consulting, or similar agreement (i) with any person or entity that licenses, manufactures, or brands athletic products and sells those athletic products, whether through retail locations, on-line, by direct mail, television shopping networks, or otherwise; (ii) that would prohibit or otherwise restrict the Manufacturer's use of Coach's Identification, as provided in Section 16 of this Agreement, or subject such use to a third party's approval; or (iii) that would otherwise cause the Employer and/or the University to violate its/their agreement(s) with the Manufacturer.

(g) Communications. Coach shall follow any and all protocols established by the University's President/Employer's Chair of the Board and/or the Director of Athletics from time to time with respect to contact with Employer and/or University officials (including without limitation members of the University's Board of Trustees and/or the Employer's Board of Directors) and/or elected or appointed government officials about matters of concern relating to

the Program and/or the University's Athletics Department. The foregoing shall not be deemed to prohibit non-substantive social discourse between Coach and Employer, University or government officials in the context of social or other gatherings at which Coach and one or more such officials are present, but discussion of all substantive issues (including without limitation items of concern) about the Program or the Athletics Department shall be handled in accordance with established protocols. In addition, Coach shall at all times recognize that as one of the Employer's and University's publicly visible representatives, Coach has an affirmative duty to support the policies and academic and budgetary priorities of the University and the Employer in his actions and in public discourse. To that end, Coach shall keep comments about University or Employer policies, or actions taken by University or Employer administrators or other representatives, in a positive tone under any circumstance in which there is a reasonable possibility that such statements could become publicized.

3. **Standard of Performance; Outside Activities.** Throughout the Term, Coach shall devote Coach's entire attention and energy to the business and affairs of the Employer and the University on a full-time basis, exercising his best efforts, skills, and knowledge. Notwithstanding the preceding, Coach may also engage, in his personal capacity and not as an employee of the Employer or the University, in any other permissible activities referred to in this Agreement as well as such other activities (e.g., the making of advertisements) as are not inconsistent with (i) the Governing Body Requirements; (ii) the policies, procedures, rules and/or regulations of the Employer and/or the University; (iii) any other contract to which the Employer or the University is a party of which Coach has prior notice; and (iv) the provisions of this Agreement. Such activities shall require the prior written approval of the Director of Athletics, and, where deemed necessary by the Director of Athletics, the University's President, such approval not to be unreasonably withheld, conditioned or delayed. When Coach is engaged in personal activities as permitted by this section, Coach may not identify himself as the head coach of the Team or otherwise associate the Employer's or the University's name or athletics program in any manner therewith, without the advance prior written approval of the University's President. No such other activities shall conflict with or be detrimental to Coach's duties as head coach of the Team, or be competitive with or otherwise detrimental to the interests of the University or the Employer. All such activities, except as otherwise provided in this Agreement, are independent of Coach's employment with the Employer, and neither the Employer nor the University shall have any responsibility or liability for any claims arising from them. Coach agrees to indemnify and hold harmless the Employer, the University, and their respective Trustees/Directors, officers and employees, from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from any such outside activity except to the extent arising from the Employer's or the University's participation in such outside activity.

4. **Compliance With Applicable Rules.**

(a) **Compliance.** In performing his duties under this Agreement, Coach shall be familiar with, shall adhere to, and shall promote within the Program an atmosphere of compliance with, all applicable Governing Body Requirements. In addition, Coach shall adhere to all applicable policies, procedures, rules and/or regulations of the Employer and/or the University, as in effect from time to time (including, but not limited to, University policies, procedures, rules, and/or regulations adopted for purposes of compliance with Title IX of the

Education Amendments of 1972 ("Title IX"), the Violence Against Women Act's amendments to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, and/or any similar state or local law ("Title IX Policies"). Coach shall use his best efforts in good faith to cause all Team members and Employer and/or University personnel whom he is responsible for supervising (directly or indirectly), and if applicable, representatives of the University's athletics interests, to comply with all applicable Governing Body Requirements and Employer and/or University policies, procedures, rules, and/or regulations.

(b) Head Coach Responsibility. Pursuant to NCAA Bylaw 11.1.1.1, Coach is presumed to be responsible for the actions and omissions of all Employer and/or University personnel who report, directly or indirectly, to him. Coach shall promote an atmosphere of compliance, academic integrity, and ethical conduct within the Program, and shall engage in appropriate actions to monitor the activities of all such personnel. In fulfilling these standards of conduct, Coach's responsibilities include, but are not limited to, the following:

(i) Coach shall use his best efforts (consistent with the level of effort required by the NCAA Head Coach Responsibility requirement as in effect from time to time) to ensure that he and his staff are responsive, cooperative, and timely in their involvement and responsibilities tied to all University compliance operations. This includes his staff's involvement and responsibilities for compliance monitoring and reporting; his staff's communications with Athletics Department leadership including compliance staff, and his staff's availability and participation in rules education sessions.

(ii) Coach shall meet with the University President, at least annually, as part of the Director of Athletics' head coaches meeting to discuss the President's expectations for NCAA rules compliance.

(iii) Coach shall meet with the Director of Athletics and compliance staff, at least annually, to review the Program's compliance performance and environment.

(iv) Coach shall use his best efforts (consistent with the level of effort required by the NCAA Head Coach Responsibility requirement as in effect from time to time) to ensure that he and his staff are available, present, and attentive participants in regularly scheduled rules education sessions as coordinated by the athletics compliance staff.

(v) Coach shall demonstrate a commitment to compliance through actively monitoring his staff's activities. To this end, and in consultation with the University's compliance staff, Coach shall create written procedures to ensure his staff is actively monitoring the Program's compliance functions. This includes assigning specific monitoring duties to assistant coaches and non-coaching staff members as warranted.

(vi) Coach shall regularly solicit feedback from his staff about all compliance monitoring areas and shall seek to identify opportunities to improve compliance monitoring and reporting.

(vii) Coach shall use his best efforts (consistent with the level of effort required by the NCAA Head Coach Responsibility requirement as in effect from time to time) to ensure

that he and his staff receive continuous training and rules education regarding NCAA, Conference, Employer and University rules and compliance policies and procedures.

(viii) Coach shall document the ways in which he has communicated and/or demonstrated a commitment to compliance and be able to produce documentation, upon request, relating to the procedures in place for monitoring the Program's compliance. Without limiting the preceding sentence, to the extent reasonably practicable, Coach shall maintain accurate and dated records of all substantive and material discussions and correspondence between himself and his staff concerning compliance efforts taken by his staff.

(ix) Coach shall use his best efforts (consistent with the level of effort required by the NCAA Head Coach Responsibility requirement as in effect from time to time) to ensure that he and his entire staff utilize all applicable compliance monitoring, reporting, and documentation mechanisms implemented by the University.

(c) Reporting. If Coach shall become aware of any fact, occurrence, circumstance or state of affairs that would cause a reasonable person to suspect a possible violation of any Governing Body Requirement, Coach shall immediately upon becoming aware thereof report such to the individual designated as the head of the University's athletic compliance office and, if the potential violation possibly would be of a Level I or Level II nature as currently defined by NCAA Governing Body Requirements (or comparable conduct under any future NCAA violation classification system), to the Director of Athletics. In addition, without limiting Coach's reporting obligations under other Employer and/or University policies, procedures, rules, and/or regulations, if Coach shall become aware of any fact, occurrence, circumstance or state of affairs that he is obligated to report pursuant to the Title IX Policies, he shall immediately upon becoming aware thereof and directly report such information to the University's Title IX Coordinator. If Coach shall become aware of any fact, occurrence, circumstance or state of affairs that would cause a reasonable person to suspect a possible violation of any other Employer or University policy, procedure, rule, and/or regulation, Coach shall immediately upon becoming aware thereof report such to the University's Vice President for Enterprise Risk Management Audit, and Compliance.

(d) Obligation to Furnish Certain Information and to Cooperate with Investigatory Processes. Coach shall furnish to the Employer and/or the University, upon request, any information that the Employer and/or the University deem(s) necessary or reasonably useful for purposes of any investigation of any potential infraction of any Governing Body Requirement or Employer or University policy, procedure, rule, and/or regulation. In addition, Coach shall cooperate fully in the NCAA infractions process, including the investigation and adjudication of potential infractions of any NCAA Governing Body Requirement, as well as corresponding processes of the Conference. Full cooperation includes, but is not limited to (i) affirmatively reporting instances of noncompliance to the Director of Athletics or the head of the University's athletic compliance office, NCAA or Conference (as applicable or as required) in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof; (ii) timely participation in interviews and providing complete and truthful responses; (iii) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; (iv) disclosing and providing access to all electronic devices used in any way for

business purposes; (v) providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and (vi) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions. This provision shall survive any expiration or termination of this Agreement.

(e) Consequences of Violation. Without limiting the Employer's rights set forth in Section 17, in the event that Coach and/or personnel while under his direct or indirect supervision is/are found to have violated any Governing Body Requirement, whether the violation occurred prior to or during the Term (including violations at a predecessor employer), Coach shall be subject to disciplinary or corrective action as set forth in relevant NCAA, Conference, other governing body, and/or Employer and/or University disciplinary and/or enforcement procedures, including suspension without pay or termination of employment; provided, however, that with respect to personnel under Coach's direct or indirect supervision, no discretionary discipline or corrective action shall be taken by Employer or University unless Coach knew of the violation, or reasonably should have known of it, and failed to take proper action to prevent or report such violation, or if Coach is otherwise responsible under the NCAA's Head Coach Responsibility requirement as in effect from time to time.

(f) Disclosure Concerning Prior Violations. Coach represents that he has disclosed to the Employer and the University any and all information concerning litigation to which he is or has been a party, or any previous Governing Body Requirement violations, or facts, occurrences, circumstances or states of affairs that could reasonably be expected to give rise to such violations, committed by Coach or any individual under Coach's direct or indirect supervision at any other NCAA member institution prior to the Effective Date. Coach acknowledges that the Employer is relying on Coach's representation set forth in this Section 4(f), that this representation is a material inducement for the Employer to enter into this Agreement, and that a material breach of this representation shall constitute a material breach of this Agreement. Employer represents that it has disclosed to Coach any and all information concerning any previous Governing Body Requirement violations involving the Program, or facts, occurrences, circumstances or states of affairs that could reasonably be expected to give rise to such violations involving the Program, committed by Employer, University, or any individual under either's direct or indirect supervision and known to Employer prior to the Effective Date. Employer acknowledges that Coach is relying on Employer's representation set forth in this Section 4(f), that this representation is a material inducement for Coach to enter into this Agreement, and that a material breach of this representation shall constitute a material breach of this Agreement.

5. Salary. During the Term, the Employer shall pay Coach an annual base salary of \$1,625,000, payable in accordance with the Employer's payroll policies and practices as in effect from time to time, and subject to applicable deductions and withholdings. For all purposes under this Agreement, the term "Base Salary" shall refer to Coach's base salary rate pursuant to this Section 5, and shall not include any Additional Compensation (as described in Section 6), benefits or other amounts payable to Coach as provided in this Agreement.

6. Additional Compensation. In view of the level of commitment and effort required by Coach, to fulfill his duties under this Agreement as the head coach of a "Power 5" NCAA Division I football program, including without limitation the performance of Coach's obligations under Sections 2(c), (d) and (f) hereof, the Employer shall pay Coach (or as agreed upon by the

parties, to an entity owned or controlled by Coach) additional compensation at the annual rate of \$1,625,000, payable in accordance with the Employer's payroll policies and practices as in effect from time to time, and subject to applicable deductions and withholdings. For all purposes under this Agreement, the term "Additional Compensation" shall refer to Coach's additional compensation rate pursuant to this Section 6. Amounts paid to Coach by the Employer pursuant to this Section 6 shall not be taken into account for purposes of computing the Employer's contributions to any pension or employee benefit plan (unless the terms of the applicable plan provide otherwise).

**7. Coach/Team Performance Bonuses.** In addition to the Base Salary and Additional Compensation set forth above, with respect to each season in which Coach coaches the Team as its head coach, Coach shall earn and be paid the following amounts, less any applicable deductions and withholdings, provided that Coach is actively performing his duties as head coach at the time the applicable bonus is earned and at the conclusion of the applicable season (including postseason for any performance bonus tied to a postseason achievement):

(a) Conference Coach of the Year. If, with respect to any such season, Coach is selected Conference Coach of the Year by the Conference, Coach shall be paid \$50,000; and

(b) National Coach of the Year. If, with respect to any such season, Coach is selected National Coach of the Year by the American Football Coaches Association, the Associated Press, the National Sports Media Association (the Paul "Bear" Bryant Award), or by the Football Bowl Subdivision head coaches and sports information directors (the Walter Camp Coach of the Year Award), Coach shall be paid \$50,000 (it being understood and agreed that Coach may earn only one \$50,000 bonus per year pursuant to this Section 7(b) with respect to a single season, regardless of the number of such awards he receives during such season); and

(c) Conference Regular Season Division Title. If in any such season the Team finishes in first place (after giving effect to any applicable tiebreakers) of its division in the Conference, Coach shall be paid \$50,000; and

(d) Conference Championship Tournament Performance. If in any such season the Team wins the Conference's postseason championship game, Coach shall be paid \$75,000; and

(e) CFP/Bowl Performance. If in any such season the Team accomplishes one or more of the following, Coach shall be paid the following applicable amount(s):

(i) \$200,000 if the Team plays in the FBS College Football Playoff sponsored by the NCAA (the "CFP"), plus \$200,000 if the Team plays in the Championship Game (the "National Championship Game") of the CFP, plus \$250,000 if the Team wins the CFP National Championship Game; or

(ii) \$150,000 if the Team plays in a Tier 1/New Years Six/Camping World bowl game; or

(iii) \$100,000 if the Team plays in a postseason bowl game other than those described in Sections 7(e)(i) or 7(e)(ii).



Any bonus payable pursuant to this Section 7 shall be paid to Coach within 30 days after the conclusion of the last game of the Team's season (including postseason games) for which the bonus is earned. The amounts paid to Coach pursuant to this Section 7 shall not be taken into account for purposes of computing the Employer's contributions to any pension or employee benefit plan (unless the terms of the applicable plan provide otherwise). In the event that the University incurs an obligation to return to the NCAA or Conference the proceeds from the Team's participation in competition due to violation of any Governing Body Requirement by Coach or an individual under Coach's direct or indirect supervision, Coach shall be required to return to the Employer upon demand any bonus(es) paid to him under this Section 7. in connection with the participation that generated the violation.

**8. Academic Performance Bonuses.**

(a) Academic Progress Rate. With respect to each academic year of the University in which Coach coaches the Team as its head coach for the entire season (including postseason games) during that academic year, Coach shall earn and be paid \$50,000 if the Team's single year academic progress rate, as calculated by the NCAA ("APR"), is equal to or greater than .960. This bonus shall be paid within 30 days after the APR for the relevant academic year is determined, provided that Coach continues to be employed and actively performing his duties as head coach of the Team on the date the APR is determined. In the event that the NCAA subsequently recalculates the APR in a manner that results in a bonus previously paid no longer being warranted, Coach shall return any such bonus to the Employer upon demand.

(b) Grade Point Average. With respect to each academic year of the University in which Coach coaches the Team as its head coach for the entire season (including postseason games) during that academic year, Coach shall earn and be paid \$50,000 if the average cumulative grade point average ("GPA") after the spring semester of such academic year for all scholarship student-athletes on the Team is at least 2.65. This bonus shall be paid within 30 days after the GPA is determined, provided that Coach continues to be employed and actively performing his duties as head coach of the Team on the date the GPA is determined.

The amounts paid to Coach pursuant to this Section 8 shall not be taken into account for purposes of computing the Employer's contributions to Coach's any pension or employee benefit plan (unless the terms of the applicable plan provide otherwise).

**9. Signing Bonus.** Employer shall pay Coach a one-time signing bonus in an amount equal to (i) Coach's \$425,000 liquidated damages obligation to Appalachian State University resulting from Coach's acceptance of employment with the Employer ("Liquidated Damages Amount"), and (ii) a "tax gross-up" payment with respect to the Liquidated Damages Amount that is reasonably determined by Employer to put Coach in the same financial position he would have been in had Employer's payment of the Liquidated Damages Amount to Coach been nontaxable to Coach ("Tax Gross-Up Payment" and, collectively with the Liquidated Damages Amount, the "Signing Bonus"); *provided*, however, that the payment of the amounts described in this sentence are contingent on Coach providing such documentation and information regarding the Liquidated Damages Amount and the Tax Gross-Up Payment as are reasonably requested by Employer to make a reasonable determination of the total amount of the Liquidated Damages Amount and the Tax Gross-Up Payment. The Liquidated Damages Amount shall be paid to

Appalachian State University within 60 days after the Effective Date, and Employer shall pay the Tax Gross-Up Payment to Coach within 60 days after the Tax Gross-Up Payment is made (Employer shall comply with any applicable tax reporting and withholding requirements that apply with respect to the Signing Bonus). The Signing Bonus shall not be taken into account for purposes of computing the Employer's contributions to any pension or employee benefit plan (unless the terms of the applicable plan provide otherwise).

**10. Benefits.** For so long as Coach is employed and actively performing his duties as head coach of the Team, he shall be eligible to receive the following benefits. Coach acknowledges that certain of these benefits (or portions thereof) are taxable, and the value of such benefits (or such portions thereof) will be added to Coach's W-2 income and subject to deductions and withholdings as applicable.

(a) Standard Benefits. Coach shall be entitled to participate in any welfare, health and life insurance, and retirement benefit and incentive programs as may be adopted from time to time by the Employer on the same basis as that provided to similarly situated employees of the Employer and in accordance with the Employer's policies as in effect from time to time.

(b) Club Membership. The Employer shall, at its expense and subject to Coach's request, provide Coach with a family membership at the University of Louisville Golf Club at no cost to him. A one-time initiation fee plus annual dues plus special assessments are to be paid by the Employer. All entertainment expenses incurred at such club which are properly chargeable to the Employer in accordance with its applicable policies shall be paid by the Employer, subject to compliance with Section 11(b) of this Agreement. Other expenses incurred at such club are the sole responsibility of Coach.

(c) Automobile. The Employer shall provide Coach an automobile allowance in the amount of \$1,000 per month. Coach shall obtain and maintain at all times during the Term casualty and liability automobile insurance coverage with limits of not less than \$300,000/\$100,000 for any vehicle(s) funded with the allowance. Coach shall also be responsible for all repairs, maintenance and operating expenses with respect to the vehicle(s) (other than expenses which may be reimbursable under Section 11 of this Agreement), and for fines for moving or parking violations incurred in the use of the automobile.

(d) Life Insurance. For so long as he remains insurable, the Employer shall purchase and maintain a term life insurance policy in the amount of \$3,000,000. Employer shall be the owner of the policy and Coach may designate the beneficiaries.

(e) Family Travel. The Employer shall pay the reasonable travel expenses incurred by up to four members of Coach's immediate family in attending Team games held outside the city of Louisville.

(f) Tickets. Subject to Coach's request, the Employer shall make available to Coach for discretionary use (i) a suite and up to four parking passes for each home Team game; and (ii) up to five club seat tickets and two parking passes for each home game of the University's men's and women's basketball teams. All use of such tickets and parking passes shall be subject to applicable Governing Body Requirements. Coach shall maintain a log of the names of

individuals who have received all such tickets and parking passes, and shall provide the log to the Director of Athletics or his/her designee upon request. Coach shall have the right to request additional tickets as needed, and Employer shall consider such request(s) subject to considerations including but not limited to availability.

(g) Summer Camp. Coach may, directly or through an entity controlled by Coach, conduct summer youth football camps for up to a mutually agreeable number of weeks each summer during the Term on the University campus each summer during the Term on the University campus (each of the foregoing a “Camp” and collectively the “Camps”), pursuant to the terms of a written agreement between the University and Coach or his controlled entity. Coach shall comply, and shall cause all Camps to comply, with applicable Governing Body Requirements and University Requirements. Coach shall have the opportunity to use University facilities in the conduct of the Camps, subject to availability. For the use of University facilities, Coach shall be charged the standard rate charged to others for similar services furnished by the University. For purposes of promoting Camps, Coach shall be able to use, without licensing fees, the University’s name, likeness, and image for advertising Camps and on apparel used by or provided to campers associated with such Camps, subject to the University’s prior approval (which shall not be unreasonably withheld). Coach shall be responsible for all costs incidental to the Camps. Coach shall provide an annual accounting or report of the expenses and revenues of any Camp operated by Coach (or any entity controlled by him). The Employer shall have the right to conduct, at its expense, a full audit of any such Camp, using an accountant of its choice.

#### **11. Reimbursement of Expenses.**

(a) Moving Expenses. Provided that Coach timely commences performing his duties as head coach of the Team in accordance with this Agreement, the Employer shall arrange through a contracted carrier for the reasonable and documented expenses incurred as a result of packing and transporting his personal and household belongings to the Louisville area from the place he is living immediately prior to beginning his employment with the Employer, and for temporary housing for up to 90 days upon initial arrival in the Louisville area.

(b) General Expense Reimbursement. For so long as Coach remains employed and actively performing his duties as head coach of the Team, in addition to payment of expenses expressly provided for in this Agreement, the Employer shall pay on Coach’s behalf all reasonable and budgeted expenses necessarily incurred by him in the performance of his duties. Such expenses shall be reimbursed in accordance with the Employer’s applicable policies upon submission of appropriate documentation.

(c) Timing of Reimbursement. Any expenses that are eligible for reimbursement under this Agreement shall be paid as soon as reasonably practicable following submission of supporting documentation in accordance with the Employer’s applicable policies, but in no event later than the March 15th date that immediately follows the calendar year in which such expenses were incurred.

**12. Disclosure of Outside Income; Information Rights.**

(a) Reporting. Coach shall report annually in writing to the President of the University, on or before January 15 of each year during the Term, all athletically related income and benefits from sources outside the University, including but not limited to income from endorsement or consultation contracts with apparel companies or equipment manufacturers, from television and/or radio programs, and/or from ownership, control or management of a foundation, organization or other entity. For purposes of this Section 12(a), income or benefits are considered athletically-related if they have an athletics nexus, are related to Coach's reputation or ability, or are provided because Coach is affiliated or employed with the Employer or the University.

(b) Camp Accounting. Coach shall provide an annual accounting or report of the expenses and revenues of any Camp operated by Coach (or any entity controlled by him) on behalf of the University. The Employer and/or the University shall have the right to conduct, at its expense, a full audit of any such Camp, using an accountant of its choice.

**13. Assistant Coaches and Other Program Personnel.**

(a) Employment of Assistant Coaches. The Employer shall employ as assistant coaches for the Team ten (10) persons selected by Coach and acceptable to the Employer. Coach shall utilize his best efforts during the Term to develop a Program staff consistent with the needs, policies, and regulations of the Employer and the University. Subject to the terms of any employment agreements or other contractual obligations between the Employer and the aforementioned personnel and without limiting rights of dismissal available to the Employer's authorized personnel, Coach shall have the right to manage, discipline, and dismiss such personnel within the procedural and policy guidelines of the Employer if he determines it is in the best interest of the Program.

(b) Assistant Coaches' Compensation. The Employer shall budget for salaries for the assistant coaches an amount not less than \$3,800,000 per annum, to be allocated among them as Coach may determine, consistent with the procedural and policy guidelines of the Employer and subject to approval by the Director of Athletics, such approval not to be unreasonably withheld. For so long as such assistant coaches continue to actively perform their duties for the Employer, they shall also be provided all standard fringe benefits as afforded by the Employer in accordance with its policies, procedures and plans applicable to them.

(c) Assistant Coach Buyouts. In the event that the terms of an assistant coach's employment contract with the Employer provide for the assistant coach to pay liquidated damages to the Employer upon voluntary resignation to take a head coaching job, or other elevation in position (*e.g.* from assistant to coordinator), with another intercollegiate athletic program or professional football organization, the liquidated damages obligation may be waived by Coach on behalf of the Employer if, but only if, the Director of Athletics provides prior written consent thereto (such consent may be granted or withheld in the sole discretion of the Director of Athletics).

14. **Schedule.** The annual schedule of contests for the Team shall be determined by the Director of Athletics in consultation with Coach.

15. **Representation of the University.**

(a) **By Coach.** Coach shall represent the Employer and the University in a dignified manner and shall dress in attire appropriate to each occasion or setting at or in which he is present. He shall also conduct both his employment activities and his personal life in a manner that will not bring disgrace or embarrassment to the Employer, the University or Coach; that will not in the Employer's reasonable discretion tend to shock, insult, or offend the greater Louisville and/or University alumni communities; that does not in the Employer's reasonable discretion manifest contempt or disregard for diversity, public morals or decency; and that materially complies with applicable Employer and/or University policies, procedures, rules and/or regulations with respect to personal conduct.

(b) **By Others.** Coach shall use his best efforts in good faith to cause all Team members and University personnel whom he is responsible for supervising to conduct both their activities in connection with the Team and their respective personal lives in a manner that will not bring disgrace or embarrassment to the Employer, the University or themselves; that will not in the Employer's reasonable discretion tend to shock, insult or offend the greater Louisville and/or University alumni communities; that does not in the Employer's reasonable discretion manifest contempt or disregard for diversity, public morals or decency; and that materially complies with applicable Employer and/or University policies, procedures, rules and/or regulations with respect to personal conduct.

16. **Use of Name, Etc.** Coach consents to the use of Coach's name, nickname, initials, autograph, signature, voice, video or film portrayals, photograph, image or likeness, and any other means of endorsement or identification of or by Coach, including statistical, biographical, or other information or data relating to Coach (collectively, "Identification"), by the Employer, the University, or any party under contract with the Employer and/or the University in the conduct and promotion of the University, the University's athletics program and/or the Program, and as otherwise contemplated by this Agreement.

17. **Termination of Coach's Employment.**

(a) **Death.** In the event Coach's employment hereunder ceases prior to the Expiration Date by reason of Coach's death, the Employer shall pay any Accrued Obligations (as defined in Section 17(f) below).

(b) **Disability.** If, as a result of Coach's incapacity due to physical or mental illness ("Disability"), Coach shall have been absent from the performance of Coach's duties for 60 consecutive days or for a total of 90 days or more out of a period of 270 consecutive days, Coach's employment under this Agreement may be terminated by the Employer for Disability, subject to any requirements that may be imposed by applicable law. In such event, the Employer's sole liability shall be to pay Coach any Accrued Obligations (as defined in Section 17(f) below), and for any disability benefits to which Coach may be entitled under an Employer group disability plan.

(c) Termination For Cause. In addition to any other remedy permitted by this Agreement or applicable law, the Employer may at any time, by written notice, terminate Coach's employment or, in lieu of termination, impose other appropriate discipline at Employer's sole discretion, for Cause. For purposes of this Section 17(c), "Cause" shall be defined, as determined by the Employer in its reasonable and good faith discretion, as:

(i) any material breach of this Agreement by Coach that is not promptly cured, if reasonably capable of cure, after receipt of written notice from Employer specifying the nature of the breach;

(ii) (1) any act or omission, whether occurring prior to or during the Term, that constitutes a serious violation (as defined below) of a Governing Body Requirement by or permitted by him, or

(2) any act or omission, whether occurring prior to or during the Term, that constitutes a serious violation (as defined below) of a Governing Body Requirement by personnel he is responsible for supervising (directly or indirectly) which he knows about and does not immediately report upon becoming aware thereof as required by this Agreement, or which he reasonably should have known about but of which he is unaware and therefore does not report as required by this Agreement, or

(3) any act or omission, whether occurring prior to or during the Term, that constitutes a serious violation (as defined below) of a Governing Body Requirement by any other person which he knows about and does not immediately report upon becoming aware thereof as required by this Agreement, or

(4) any act or omission, whether occurring prior to or during the Term, that constitutes a serious violation (as defined below) of a Governing Body Requirement for which he is otherwise responsible under the applicable standards (including but not limited to responsibility by virtue of a failure to promote an atmosphere of compliance or to monitor personnel who report, directly or indirectly, to him), provided, however, that in order for any of the foregoing (1)-(4) to constitute Cause, the violation must be one which is regarded as a serious violation [*e.g.*, repeated or intentional violations, or any violation(s) that the Employer determines could reasonably be expected to result in sanctions such as probation, vacation of athletic contest results, loss of scholarships, prohibition against conference or championship or telecast appearances, significant restrictions on a coach's right to engage in recruiting-related activities, etc. or any Level I or Level II violation involving the Program, as currently defined by NCAA Governing Body Requirements (or comparable conduct under any future NCAA violation classification system)]. For purposes of this Section 17(c)(ii), the decision as to whether a violation of a Governing Body Requirement has been committed, and whether a violation is a serious violation, shall be made solely by the Employer in its reasonable good faith discretion. However, Coach shall retain all rights to a hearing before the applicable Governing Body and to file a grievance pursuant to Section 32 of this Agreement; if Coach is terminated for Cause under this Section 17(c)(ii) and the applicable Governing Body (or committee pursuant to Section 32) renders a final determination establishing facts indicating that Cause as defined in this Section 17(c)(ii) does not exist, provided there are no other facts or circumstances justifying a termination for Cause, the termination shall be treated as a termination without cause under

Section 17(d) below and the provisions of Section 17(d) shall apply and shall be Coach's sole remedy for any cause of action based on this Agreement;

(iii) failure of Coach to fully and promptly cooperate with the Employer, the University or any Governing Body in any investigation of possible violations of a Governing Body Requirement or University policy, procedure, rule and/or regulation;

(iv) material breach of any Title IX Policy by Coach (it being understood that the foregoing shall not limit the Employer's right to terminate this Agreement for Cause based upon violations of other Employer or University policies, procedures, rules and/or regulations otherwise constituting Cause under this Section 17(c));

(v) failure by Coach to engage in (and/or to use his best efforts to ensure that personnel under Coach's direct or indirect supervision engage in) safe and responsible treatment of student athletes on the Team, including without limitation failure to comply with any Employer or University policy, procedure, rule and/or regulation pertaining to medical clearance for participation, or any other act or omission (including but not limited to physical and/or emotional abuse of student athletes) that creates, or could reasonably be expected to create, an unreasonable risk of physical and/or emotional harm to a student athlete;

(vi) prior to or during the Term, engaging in criminal conduct that constitutes a felony or constitutes a misdemeanor involving moral turpitude;

(vii) fraud, intentional dishonesty, willful neglect of duties or gross misfeasance, whether occurring prior to or during the Term;

(viii) commission of any act, whether occurring prior to or during the Term, that: brings disgrace or embarrassment to the Employer, the University or Coach; tends to shock, insult, or offend the greater Louisville and/or University alumni communities; manifests contempt or disregard for diversity, public morals or decency; or seriously violates applicable Employer and/or University policies, procedures, rules and/or regulations with respect to personal conduct; or

(ix) any other act or omission by Coach, whether occurring prior to or during the Term, which brings serious discredit and material harm to the Employer, the Program or the University, and as a direct result would be likely to cause prospective student-athletes to elect not to attend the University.

Notwithstanding the language contained herein, the Employer agrees that it does not intend for this Agreement to be terminable for cause for minor, technical, or otherwise immaterial matters or breaches that are subject to being cured or resolved following notice of such to Coach.

In the event of Coach's termination for Cause, this Agreement shall terminate without further obligation by the Employer, except for the payment of any Accrued Obligations (as defined in Section 17(f) below).

(d) Termination Without Necessity of Demonstrating Cause.

(i) The Employer may, by written notice, terminate Coach's employment without necessity of demonstrating Cause at any time. In such event the Employer shall pay all Section 17(f) Accrued Obligations due Coach as of the termination date, such payment to be made in a lump sum within 30 days after termination. In addition, in the event that the Employer terminates Coach's employment pursuant to this Section 17(d)(i) and as long as Coach continued to actively perform his duties as head coach of the Team through such termination date, the Employer shall pay Coach upon fulfillment of the requirements of Section 17(d), as Coach's sole remedy based upon termination of this Agreement and in full and final satisfaction of any claims arising from termination of Coach's employment, a severance benefit equal to 75% of Coach's Base Salary and Additional Compensation payable for the then remaining Term, subject to Coach's obligation of mitigation set forth below. Such severance benefit shall be paid by the Employer in equal monthly installments beginning as of the last day of the month in which the effective date of termination occurs and ending as of the Expiration Date (the "Severance Period"). Notwithstanding the preceding sentence, with respect to any portion of the severance benefit that is payable in a calendar year after the calendar year in which the effective date of termination occurs ("Future Severance Pay"), a portion of the Future Severance Pay shall be accelerated in an amount equal to the federal and state income tax withholdings that would have been remitted by the Employer if there had been a payment of wages equal to the income includible by Coach under Section 457(f) of the Internal Revenue Code (the "Code") as of the effective date of termination (Future Severance Pay otherwise payable to Coach shall be offset by any such Future Severance Pay accelerated) and such portion shall be paid by the end of the calendar year in which the effective date of termination occurs. The acceleration described in the preceding sentence is intended to comply with the requirements of Section 1.409A-3(j)(4)(iv) of the Code regulations (as it may be amended from time to time), and shall be administered and construed in whatever manner is necessary to ensure such compliance.

(ii) Notwithstanding the foregoing, no severance benefit shall be paid pursuant to this Section 17(d) unless and until (A) Coach timely and properly provides to the Employer and the University an executed Release in a standard form mutually acceptable to Coach and Employer; and (B) Coach does not properly revoke that Release within seven days after the date he first provides the timely and properly executed Release (if Coach does not revoke the Release within that seven day period in accordance with the revocation requirements specified in the Release, the Release shall become binding and irrevocable between the parties once that seven day period ends). Coach must execute and return the release to the Employer within 60 days following the date his employment with the Employer is terminated without Cause; no benefit shall be due or provided to Coach if Coach fails to return the properly executed Release within the 60 day period. If the 60 day period begins in one calendar year and ends in a second calendar year, the severance benefit otherwise due to be paid during the portion of the period that falls within the first year shall be delayed and paid at the end of the period (that falls within the second year).

(iii) Coach shall use reasonably diligent efforts to seek Other Employment in college or professional coaching or administration, and to take other reasonable actions to mitigate the amounts payable under this Section 17(d), and the Employer's obligation to pay the severance benefit contemplated by this Section 17(d) is subject to and contingent upon Coach's



exercise of such efforts. If Coach fails to use reasonably diligent efforts to seek such Other Employment as required by the preceding sentence after being notified of such failure by the Employer, the Employer shall have no further obligation to pay the severance benefit until Coach remedies the situation (at which time future payments shall resume immediately; provided, however, that the Employer shall have no obligation to make any payments for any period during which Coach was not exercising such efforts). Any amounts payable by the Employer to Coach under this Section 17(d) shall be offset by the Compensation paid to Coach (or to a third party at Coach's request or direction) during the period from the date of termination through the last day of the Severance Period (the "Mitigation Period") from any Other Employment. If Coach engages in Other Employment during the Mitigation Period, at the Employer's option, (A) the Employer may reduce the amount of the severance benefit otherwise payable pursuant to this Section 17(d) by the amount of the Compensation paid to Coach (or to a third party at Coach's request or direction) from such Other Employment during the Mitigation Period, and/or if applicable, (B) the amount of any severance benefit provided for under this Section 17(d) which has been paid to Coach (or to a third party at Coach's request or direction) shall be refunded to the Employer by Coach on demand in an aggregate amount equal to (x) Compensation paid to Coach (or to a third party at Coach's request or direction) during the Mitigation Period as a result of such Other Employment, less (y) amounts recouped by reduction pursuant to the foregoing clause (A). Coach shall inform the Employer, on a regular and continuing basis and at anytime upon reasonable request, as to whether he has obtained Other Employment during the Mitigation Period. In the event the Employer discovers evidence of such Other Employment that is not communicated to the Employer, Coach waives and relinquishes the right for the payor of any Compensation due thereunder to withhold the full disclosure, and hereby authorizes such payor to make full disclosure, of such Compensation to the Employer.

(iv) For purposes of this Section 17(d), (i) the term "Other Employment" shall mean the provision of services by Coach including, without limitation, working as an employee for another employer, as a consultant, as a self-employed person, or as an independent contractor, whether personally or through one or more business entities owned or controlled by Coach; and (ii) the term "Compensation" shall mean any and all gross income derived from Other Employment, whether as wages paid by an employer, as a dividend or other distribution from a business entity owned or controlled by Coach, or otherwise (but not including the value of customary and standard benefits that are typically part of an employment relationship). For purposes of determining the Compensation payable to Coach during the Mitigation Period under circumstances in which Coach's Other Employment is evidenced by one or more contractual agreements having a term greater than one year (without limiting inclusion of other types of Compensation) in which the annual increase from any one year to a succeeding year is equal to or greater than twenty percent (20%), any periodically-rated salary, additional or supplemental compensation, or other compensation expressed as a periodic rate payable to Coach in any given year shall be deemed to be the average Compensation of such nature payable under said contractual agreement(s), determined by dividing the total such Compensation payable thereunder for all periods (including periods occurring after the end of the Mitigation Period) by the total number of years occurring during the term thereof. In the event the term of such contractual agreement(s) includes one or more partial years, such Compensation payable in such partial year(s) shall be included in the aforementioned calculation, and each such partial year shall be considered part of the term as a fractional year based on the number of days in such partial year divided by 365, rounded to the nearest hundredth of a year. For example, a

contractual agreement beginning on April 1, 2023 and ending on June 30, 2028 would be considered to have a term of 5.25 years.

(e) Termination by Coach.

(i) Coach recognizes that his promise to work as head coach of the Team for the entire Term is of the essence of this Agreement to the Employer. Coach also recognizes that the Employer is making a highly valuable investment in his continued employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the Employer prior to the Expiration Date. The parties agree that Coach may, nevertheless, terminate his employment under this Agreement prior to the Expiration Date, subject to the terms of this Section 17(e), by giving the Employer not less than 24 hours advance notice of such termination. Coach agrees that under no circumstance will he or his spouse, partner, agents, representatives or advisors reveal his termination of this Agreement pursuant to this Section 17(e) to anyone other than his spouse, partner, agents, representatives or advisors for a period of 24 hours following notification to the Employer.

(ii) In the event that Coach elects to terminate this Agreement prior to the Expiration Date, Coach shall pay the Employer, as liquidated damages due the Employer and not as a penalty, the following applicable amount: (i) \$5,000,000 if Coach terminates this Agreement on or before December 31, 2020; (ii) \$3,500,000 if Coach terminates this Agreement after December 31, 2020 but on or before December 31, 2022; or (iii) \$2,000,000 if Coach terminates this Agreement after December 31, 2022 but on or before December 31, 2024. Such amount shall be paid by Coach in equal monthly installments beginning as of the last day of the month in which the effective date of termination occurs and ending as of the Expiration Date.

(iii) Coach and the Employer acknowledge that the Employer will clearly be damaged if Coach terminates this Agreement prematurely and that it is difficult to calculate with reasonable certainty the amount of prospective damages. They further acknowledge that the amount and payment of liquidated damages provided above are reasonable in light of the anticipated and actual harm that will be caused the Employer in the event this Agreement is terminated prematurely by Coach pursuant to this Section 17(e). Notwithstanding the language contained herein, the Employer acknowledges Coach's entitlement to be paid all Section 17(f) Accrued Obligations due as of the date of Coach's termination.

(f) Accrued Obligations. As used in this Agreement, "Accrued Obligations" shall mean the sum of (i) any portion of Coach's Base Salary and Additional Compensation through the date of death or termination of employment, as the case may be, which has not yet been paid; and (ii) any other compensation previously earned and accrued that has not yet been paid. "Accrued Obligations" shall also include the reimbursement of any travel or business expenses incurred by Coach in accordance with the terms of this Agreement, but shall not include any form of severance payment or contingent bonus, or benefit not yet vested in accordance with the terms of the applicable plan.

**18. Confidential Information; Non-Solicitation.**

(a) Confidentiality. Coach acknowledges that while employed by the Employer Coach will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the Employer and/or the University, and that such information gives the Employer and/or the University a competitive advantage. During the Term and thereafter, Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Coach's duties under this Agreement in a manner consistent with professional standards and obligations; (ii) as authorized by the Employer or the University; (iii) in furtherance of the Employer's and the University's legitimate business interests; (iv) to comply with applicable law, regulations, Governing Body Requirements or accreditation standards; or (v) to the extent such Confidential Information shall have become public other than by Coach's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Coach use or disclose Confidential Information if such use or disclosure could reasonably be expected to expose the Employer and/or the University to competitive disadvantage or legal liability, or will otherwise harm the Employer and/or the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public regarding the Employer, the University or their respective actual or prospective (as applicable) students, employees, alumni or donors, including without limitation information regarding actual or potential activities of the Employer and/or the University; admissions information; fundraising information; financial statements, budgets, projections, or other financial information; the identities of persons under consideration for positions as trustees, directors, officers or employees of the Employer or the University; vendor contracts and/or pricing; customer information and/or pricing; information regarding actual or potential NCAA, Conference, governing body, legal or regulatory proceedings; and any other information that should by its nature or context be recognized as proprietary and/or confidential.

(b) Return Of Documents And Property. Coach agrees to deliver or return to the Employer and/or the University (as applicable), upon written request at any time or upon termination or expiration of Coach's employment or as soon thereafter as reasonably possible, all property furnished by the University or Employer or prepared, maintained, or acquired by Coach in the course of Coach's employment, including without limitation computer equipment, keys, documents, computer tapes and disks, records, lists, data, drawings, prints, notes and all other written information, in any form or media and including all copies. Notwithstanding the foregoing, Coach shall be permitted to keep and take copies of ordinary Team operational materials created by or at the direction of Coach in connection with the performance of his duties (e.g., practice scripts, playbooks, calendars, training materials/notes, etc.).

(c) Non-Solicitation of Employees. Coach recognizes that Coach will possess confidential information about other employees of the Employer and/or the University relating to their education, experience, skills, abilities, compensation and benefits, and inter-personal relationships with faculty, staff, students and suppliers to the University. Coach recognizes that the information Coach will possess about these other employees is not generally known, is of substantial value to the Employer and/or the University in developing its business and in securing and retaining faculty, staff and students, and will be acquired by Coach because of

Coach's position as head coach of the Team. Coach agrees that, during the Term and for a period of 12 months beyond the Expiration Date (regardless of whether this Agreement has been earlier terminated), Coach shall not, directly or indirectly, solicit, recruit or hire any employee of the Employer or of the University, other than the Team's assistant coaches and other Program staff, for the purpose of being employed by Coach or by any business, individual, partnership, firm, corporation or other entity on whose behalf Coach is acting as an agent, representative or employee, and that Coach shall not convey any such confidential information or trade secrets about other employees of the Employer or the University to any other person except within the scope of Coach's duties hereunder.

(d) Notification of Certain Communications. Coach shall notify the Director of Athletics prior to engaging, either directly or indirectly through one or more representatives or intermediaries, in communications or discussions (other than unsolicited indications of interest that Coach has no intention of considering) with a prospective employer other than the University with respect to potential employment in a collegiate or professional coaching position.

(e) Remedies for Breach. Coach expressly agrees and understands that the remedy at law for any breach by Coach of this Section 18 will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon Coach's violation of any provision of this Section 18 the Employer and/or the University shall be entitled to seek from any court of competent jurisdiction immediate injunctive relief and seek a temporary order restraining any threatened or further breach as well as an equitable accounting of all profits or benefits arising out of such violation. Nothing in this Section 18 shall be deemed to limit the Employer's or University's remedies at law or in equity for any breach by Coach of any of the provisions of this Section 18, which may be pursued by or available to the Employer or University.

(f) Survival of Provisions. The obligations contained in this Section 18 shall, to the extent provided in this Section 18, survive the termination or expiration of Coach's employment and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement. Coach agrees that the restrictions set forth in this Section 18 are reasonable and necessary in order to adequately protect the Employer's and the University's interests, and agrees not to challenge the reasonableness of any such restriction in any proceeding to enforce it. If it is determined by a court of competent jurisdiction that any restriction in this Section 18 is excessive in duration or scope or otherwise unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

**19. Entire Agreement; Prior Agreements.**

(a) This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement. Coach acknowledges and agrees that neither the Employer, the University nor anyone acting on their respective behalf have made, that they are not making, and in executing this Agreement Coach has not relied upon, any representations, promises or inducements except to the extent expressly

set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any Employer or University policy, procedure, rule or regulation, the terms of this Agreement shall control.

(b) Coach affirms and represents that he is under no obligations to any current or former employer or other third party, or pursuant to any applicable statute or regulation, which are in any way inconsistent with, which impose any restriction upon, or which require any payment by or on behalf of Coach in view of, his employment by the Employer or his undertakings under this Agreement, or that prevent him from complying with any other agreement that the University has with a third party, including but not limited to a sports apparel company. .

**20 Assignment; Successors.** This Agreement is personal in its nature and none of the parties hereto shall, without the consent of the others, assign or transfer this Agreement or any rights or obligations hereunder; *provided* that, (a) the Employer may at any time assign its rights and delegate its obligations hereunder to the University, and (b) in the event of the merger, consolidation, transfer, or sale of all or substantially all of the assets of the Employer with or to any other entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Employer hereunder, and all references herein to the “Employer” shall refer to such successor.

**21 No Third Party Beneficiaries.** This Agreement is not intended to benefit any third party other than the University, nor shall any such person be entitled to enforce any of the rights or obligations of a party under this Agreement.

**22. Withholding.** Whether or not expressly stated in this Agreement, all compensation and any other benefits payable or provided pursuant to this Agreement shall be subject to withholding, payroll taxes, and such other deductions as may from time to time be required in accordance with applicable law and Employer policies generally. Coach shall comply with all applicable reporting and record-keeping requirements in regard to compensation, benefits, and reimbursed expenses.

**23. Construction.** Notwithstanding any provisions in this Agreement to the contrary: (a) this Agreement is intended to comply with Section 409A of the Code and the regulations and interpretive guidance thereunder (“409A Requirements”), to the extent the Agreement is subject to the 409A Requirements and is not otherwise exempt under one of the applicable exemptions to the 409A Requirements; (b) it is intended that any exercise of authority or discretion by the Employer or Coach under this Agreement shall comply with the provisions of the 409A Requirements so as not to subject Coach to the payment of any interest or tax penalty which may be imposed under the 409A Requirements; (c) to the extent this Agreement provides for a payment to be made or a benefit to be provided upon a termination of employment, and to the extent such payment or benefit is subject to the 409A Requirements, the meaning of “termination of employment” for purposes of that payment or benefit shall mean a “separation from service” as defined in the 409A Requirements; and (d) this Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that amounts earned

and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of the 409A Requirements.

**24. Heading References.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

**25. Waiver; Modification.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Agreement shall not be modified in any respect except by a writing executed by each party hereto.

**26. Severability.** Subject to Section 18(g), in the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable or in violation of any law or public policy, only the portions of this Agreement that are unenforceable or that violate such law or public policy shall be stricken. All portions of this Agreement that are enforceable or that do not violate any law or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

**27. Offset.** To the maximum extent permitted by law, the Employer shall be entitled to offset any amounts owed by it to Coach against any payment or compensation that is owing and unpaid by Coach to the Employer, in each case whether under this Agreement, under any other agreement between the parties, or otherwise.

**28. Notices.** All notices and other communications under this Agreement shall be in writing and shall be given by first-class mail (certified or registered with return receipt requested), facsimile, receipted overnight courier, or hand delivery acknowledged in writing by the recipient personally, and shall be deemed to have been duly given three days after mailing or immediately upon duly acknowledged receipt by hand delivery, or one day after deposit with an overnight courier, or one day after facsimile to the respective persons named below. Either party may change such party's address for notices by written notice duly given in accordance with this Section.

If to the Employer:

The University of Louisville Athletic Association, Inc.  
Attn: Chair of the Board of Directors  
Office of the President  
The University of Louisville  
Suite 103, Grawemeyer Hall  
2301 S. Third Street  
Louisville, Kentucky 40292

With copies to: The University of Louisville Department of Athletics  
Attn: Vice President for Intercollegiate Athletics/Director  
of Athletics  
The University of Louisville  
2100 South Floyd Street, SAC 3rd Floor  
Louisville, KY 40292

and

The University of Louisville  
Office of University Counsel  
Suite 206, Grawemeyer Hall  
2301 S. Third Street  
Louisville, Kentucky 40292

With a copy to University: The University of Louisville  
Office of the President  
Suite 103, Grawemeyer Hall  
2301 S. Third Street  
Louisville, Kentucky 40292

With a copy to: The University of Louisville  
Office of University Counsel  
Suite 206, Grawemeyer Hall  
2301 S. Third Street  
Louisville, Kentucky 40292

If to Coach: [Most recent address on file with the Employer]

With a copy to: Jimmy Sexton or Joseph E. "Rick" Landrum, Esq.  
401 Commerce Street, Penthouse  
Nashville, Tennessee 37219

**29. Governing Law; Jurisdiction.** This Agreement and the legal relations thus created between the parties hereto shall be governed by and construed under and in accordance with the internal laws of the Commonwealth of Kentucky without reference to the principles of conflicts of laws. Any and all disputes between the parties which may arise pursuant to this Agreement shall be heard and determined before a state court of competent subject matter jurisdiction located in Franklin Circuit, Kentucky or a federal court of competent subject matter jurisdiction located in Jefferson County, Kentucky. The parties acknowledge that such courts have jurisdiction to interpret and enforce the provisions of this Agreement, and the parties consent to, and waive any and all objections that they may have as to, personal jurisdiction and venue in such courts.

**30. Survival.** The final sentence of Section 3, Section 4(d), the final sentence of Section 10(g), and Sections 11(b), 16, 17 (with respect to post-termination obligations) and 18-36 of this Agreement, as well as other obligations arising during the Term which by their context are to be

performed in whole or in part subsequent to termination or expiration, shall survive the termination or expiration of this Agreement and, as applicable, shall be fully enforceable thereafter in accordance with the terms of this Agreement.

**31. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by the foregoing means shall be deemed to be their original signatures for all purposes.

**32. Grievance Rights.** In the event Coach has any grievance or complaint about conditions which unfairly impair Coach’s ability to fulfill his obligations under this Agreement or in the event Coach is subjected to suspension or termination of his employment hereunder, Coach shall first discuss such with the Director of Athletics (in the case on a suspension or termination, Coach shall have the right to be heard by the Director of Athletics prior to or promptly following such action). If Coach is dissatisfied with the outcome of that conversation, Coach shall have a right to appeal to the Chair of the ULAA Board of Directors or the designee thereof, who may refer the matter to a committee of ULAA Directors.

**33. Human Resource Policies.** This Agreement is contingent upon Coach’s successful completion of Employer’s pre-employment state and national criminal background check and education verification.

**34. Approval by Board.** It is expressly understood and agreed by the parties that this Agreement and any subsequent amendments are not effective until approved, as required, by the governing board of ULAA and the governing board of the University.

**35. Full and Careful Consideration.** Coach acknowledges that he has been given the opportunity to fully and carefully consider this Agreement and all of its provisions, and to review this Agreement with legal counsel of his own choosing before signing it.

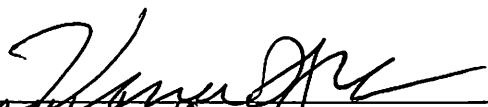
**36. Public Record.** Coach acknowledges that this Agreement is a public record subject to disclosure under the Kentucky Open Records Law.

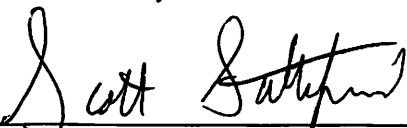
*[Signatures Appear On Next Page]*



IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed and delivered and Coach has executed and delivered this Agreement as of the respective dates set forth below.

**UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.**

By:   
Title: *Athletic Director*  
Date: *11/19*, 2019

  
Scott Satterfield  
Date: *11/19*, 2019