

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (the "Third Amendment") is made and entered into this 9th day of April, 2020 (the "Effective Date"), by and between the Board of Trustees of the University of Alabama for its division the University of Alabama at Birmingham ("UAB") and Bill Bradford Clark (the "Employee").

WHEREAS, UAB and Employee entered into that certain Employment Agreement on the 1st day of June, 2015, as amended by that certain First Amendment to Employment Agreement on the 1st day of December, 2018 and as further amended by that certain Second Amendment to Employment Agreement on the 11th day of December, 2018 (collectively, the "Agreement");

WHEREAS, UAB and Employee desire to amend the Agreement by extending its term as well as amending certain other provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises described above and the mutual promises and agreements set forth in this Third Amendment, UAB and Employee agree to the amendments set forth below:

Section 1. UAB and Employee agree that the Term as defined in the Agreement is hereby extended to May 31, 2026 (specifically extending the Terms as referenced in Articles I and III as well as in Section 5.01).

Section 2. Section 4.0l(a) of the Agreement shall be amended and restated as follows:

a. **Base Salary.** The Base Salary to be paid by UAB to Employee shall be at the following rates for the designated time periods:

i.	\$1,450,000 per year	December 15, 2019 – December 14, 2020
ii.	\$1,500,000 per year	December 15, 2020 – December 14, 2021
iii.	\$1,550,000 per year	December 15, 2021 – December 14, 2022
iv.	\$1,600,000 per year	December 15, 2022 – December 14, 2023
v.	\$1,650,000 per year	December 15, 2023 – December 14, 2024
vi.	\$1,700,000 per year	December 15, 2024 – May 31, 2026

Employee understands and agrees that the following portions of above-stated Base Salary shall be funded by the UAB Athletic Foundation for the designated periods below:

i.	\$415,000 per year	December 15, 2019 – December 14, 2020
iii.	\$435,000 per year	December 15, 2020 – December 14, 2021
iv.	\$470,000 per year	December 15, 2021 – December 14, 2022
iv.	\$500,000 per year	December 15, 2022 – May 31, 2026

Employee further agrees and understands that the amount funded by the UAB Athletic Foundation shall not be subject to employee benefits, but will be subject to applicable withholding requirements.

Section 3. Section 5.02(d) of the Agreement shall be amended and restated as follows:

- d. If Employee terminates this Employment Agreement without cause at any time prior to its expiration date, Employee, or a third party on Employee's behalf, shall pay to UAB, as liquidated damages, the following amounts as repayment of previously earned salary:

If prior to January 1, 2021	\$1,500,000
If on or after January 1, 2021 but prior to January 1, 2022	\$1,250,000
If on or after January 1, 2022, but prior to January 1, 2023	\$1,000,000
If on or after January 1, 2023, but prior to May 31, 2026	\$ 750,000

Such liquidated damages shall be due and payable within thirty (30) days after the effective date of termination of this Employment Agreement. Failure to pay such liquidated damages shall constitute a breach of contract. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that UAB will incur administrative, recruiting, and resettlement costs in obtaining a replacement for Employee in addition to potentially increased compensation costs, loss of ticket revenues, and loss of income from UAB's designated marketing contractor if Employee terminates this Employment Agreement while serving as UAB's Head Coach for men's football, all of which damages are extremely difficult to determine with certainty or fairly or adequately. The foregoing shall not be, nor be constructed to be, a penalty.

Section 4. This Third Amendment along with the Agreement are the sole and entire agreements by and between the parties regarding the subject matter set forth in this Third Amendment and the Agreement, and this Third Amendment along with the Agreement supersedes all prior agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties have each caused its duly authorized representative to execute this Agreement, effective as of the date first above written.

UAB:

The Board of Trustees of the University of Alabama for and on behalf of the University of Alabama at Birmingham

By: Ray L. Watts
Name: Ray L. Watts, M.D.
Title: President

EMPLOYEE:

Bill Bradford Clark
Bill Bradford Clark

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (the “Second Amendment”) is made and entered into this 11th day of December, 2018 (the “Effective Date”), by and between the Board of Trustees of the University of Alabama for its division the University of Alabama at Birmingham (“UAB”) and Bill Bradford Clark (the “Employee”).

WHEREAS, UAB and Employee entered into that certain Employment Agreement on the 1st day of June, 2015, as amended by that certain First Amendment to Employment Agreement on the 1st day of December, 2018 (collectively, the “Agreement”);

WHEREAS, UAB and Employee desire to amend the Agreement by extending its term as well as amending certain other provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises described above and the mutual promises and agreements set forth in this Second Amendment, UAB and Employee agree to the amendments set forth below:

Section 1. UAB and Employee agree that the Term as defined in the Agreement is hereby extended to May 31, 2024 (specifically extending the Terms as referenced in Articles I and III as well as in Section 5.01).

Section 2. Section 4.01(a) of the Agreement shall be amended and restated as follows:

a. Base Salary. The Base Salary to be paid by UAB to Employee shall be at the following rates for the designated time periods:

i.	\$1,400,000 per year	Effective Date – December 14, 2019
ii.	\$1,450,000 per year	December 15, 2019 – December 14, 2020
iii.	\$1,500,000 per year	December 15, 2020 – December 14, 2021
iv.	\$1,550,000 per year	December 14, 2021 – December 14, 2022
v.	\$1,600,000 per year	December 15, 2022 – May 31, 2024

Employee understands and agrees that the following portions of above-stated Base Salary shall be funded by the UAB Athletic Foundation for the designated periods below:

i.	\$380,000 per year	Effective Date – December 14, 2019
ii.	\$415,000 per year	December 15, 2019 – December 14, 2020
iii.	\$435,000 per year	December 15, 2020 – December 14, 2021
iv.	\$470,000 per year	December 14, 2021 – December 14, 2022
v.	\$500,000 per year	December 15, 2022 – May 31, 2024

Employee further agrees and understands that the amount funded by the UAB Athletic Foundation shall not be subject to employee benefits, but will be subject to applicable withholding requirements.

Section 3. Section 4.05(a) of the Agreement shall be amended and restated as follows:

- a. Competitive Success During Regular Season Play. Beginning with the 2019/2020 academic year, the Employee shall be rewarded for successful competition during regular season play as follows:

i.	8 wins	\$ 25,000
ii.	9 wins	\$ 30,000
iii.	10 wins	\$ 35,000
iv.	11 wins	\$ 50,000
v.	12 wins	\$ 75,000
vi.	Final Top 25 AP or Coaches Ranking	\$ 25,000
vii.	Final Top 15 AP or Coaches Ranking	\$ 37,500
viii.	Final Top 10 AP or Coaches Ranking	\$ 50,000
ix.	Win over Power 5 Team	\$ 25,000
x.	C-USA Division Champion	\$ 25,000

Any bonuses payable to the Employee for wins pursuant to this Section 4.05.a.i. – x. are not cumulative (e.g., if 12 win season, total bonus under Section 4.01.a would be \$75,000) and shall be paid to the Employee within sixty (60) days of the end of the final game of the season for UAB’s men’s football team (including any post-season games). The bonus for “Win over Power 5 Team” is only payable if the UAB Football team fails to win at least 12 games for the applicable season and is invited to participate in a bowl game. Employee understands and agrees that any payments under this Section 4.05.a. shall be funded by the UAB Athletic Foundation and shall not be subject to employee benefits, but will be subject to applicable withholding requirements.

Section 4. Section 4.05(b) of the Agreement shall be amended and restated as follows:

- b. Post-Season Play. Beginning with the 2019/2020 academic year, the Employee shall have the opportunity to receive the following incentive compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the football team’s participation in post-season games or tournaments and for the extra services required of the Employee in preparation for and participation in such postseason games or tournaments. In any year within the Term that the football team shall participate in a post-season game or play-off, the Employee shall receive supplemental compensation as follows:

i.	C-USA Championship Game Win	\$ 50,000
ii.	At-Large Bowl Selection	\$ 25,000
iii.	Bowl Game Win	\$ 25,000
iv.	CFP Host Bowl or Semifinal Appearance	\$100,000
v.	National Championship Game Appearance	\$100,000
vi.	Win National Championship	\$250,000
vii.	C-USA or AFCA Region Coach of the Year	\$ 35,000

viii. National Coach of the Year

\$ 50,000

Any bonuses payable to the Employee pursuant to this Section 4.01.b. are cumulative and shall be paid to the Employee within sixty (60) days of the end of the final game of the season for UAB's men's football team (including any post-season games). The bonus for "At-Large Bowl Selection" is only payable if the UAB Football team fails to win at least 8 games for the applicable season. Employee understands and agrees that any payments under this Section 4.05.b. shall be funded by the UAB Athletic Foundation and shall not be subject to employee benefits, but will be subject to applicable withholding requirements.

Section 5. Section 5.02(d) of the Agreement shall be amended and restated as follows:

d. If Employee terminates this Employment Agreement without cause at any time prior to its expiration date, Employee, or a third party on Employee's behalf, shall pay to UAB, as liquidated damages, the following amounts as repayment of previously earned salary:

- If prior to January 1, 2020	\$1,650,000
- If on or after January 1, 2020, but prior to January 1, 2021	\$1,500,000
- If on or after January 1, 2021 but prior to January 1, 2022	\$1,250,000
- If on or after January 1, 2022, but prior to January 1, 2023	\$1,000,000
- If on or after January 1, 2023, but prior to December 1, 2024	\$ 750,000

Such liquidated damages shall be due and payable within thirty (30) days after the effective date of termination of this Employment Agreement. Failure to pay such liquidated damages shall constitute a breach of contract. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that UAB will incur administrative, recruiting, and resettlement costs in obtaining a replacement for Employee in addition to potentially increased compensation costs, loss of ticket revenues, and loss of income from UAB's designated marketing contractor if Employee terminates this Employment Agreement while serving as UAB's Head Coach for men's football, all of which damages are extremely difficult to determine with certainty or fairly or adequately. The foregoing shall not be, nor constructed to be, a penalty.

Section 6. A new Section 4.04(e) of the Agreement shall be added as follows:

e. For the UAB Football program, UAB agrees to increase the salary pool for all Football program staff for the salary pool by \$150,000 effective July 1, 2019, and an additional \$150,000 effective July 1, 2020. All recruitment or promotion, merit and equity decisions must comply with UAB policies and guidelines.

Section 7. This Second Amendment along with the Agreement are the sole and entire agreements by and between the parties regarding the subject matter set forth in this Second Amendment and the Agreement, and this Second Amendment along with the Agreement supersedes all prior agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties have each caused its duly authorized representative to execute this Agreement, effective as of the date first above written.

UAB:

The Board of Trustees of the University
of Alabama for and on behalf of the
University of Alabama at Birmingham

By: Ray L. Watts
Name: Ray L. Watts, M.D.
Title: President

EMPLOYEE:

Bill Bradford Clark
Bill Bradford Clark

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) is made and entered into this 1st day of December, 2017, by and between The Board of Trustees of the University of Alabama for its division the University of Alabama at Birmingham (“UAB”), and Bill Bradford Clark (the “Employee”).

WHEREAS, UAB and Employee entered into that certain Employment Agreement on the 1st day of June, 2015 (the “Agreement”);

WHEREAS, UAB and Employee desire to amend the Agreement by extending its term as well as amending certain other provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises described above and the mutual promises and agreements set forth in this Amendment, UAB and Employee agree to the amendments set forth below:

Section 1. UAB and Employee agree that the Term as defined in the Agreement is hereby extended to May 31, 2023 (specifically extending the Term as referenced in Articles I and III as well as in Sections 5.01).

Section 2. Section 4.01(a) of the Agreement shall be amended and restated as follows:

a. Base Salary. The Base Salary to be paid by UAB to Employee shall be at the following rates for the designated time periods:

- | | | |
|------|--------------------|---------------------------------------|
| i. | \$805,000 per year | December 1, 2017 – December 14, 2018 |
| ii. | \$850,000 per year | December 15, 2018 – December 14, 2019 |
| iii. | \$880,000 per year | December 15, 2019 – December 14, 2020 |
| iv. | \$925,000 per year | December 15, 2020 – December 14, 2021 |
| v. | \$965,000 per year | December 15, 2021 – May 31, 2023 |

Employee understands and agrees that the following amounts of Base Salary shall be funded by the UAB Athletics Foundation for the designated periods below:

- | | | |
|------|--------------------|---------------------------------------|
| i. | \$180,000 per year | December 1, 2017 – December 14, 2018 |
| ii. | \$215,000 per year | December 15, 2018 – December 14, 2019 |
| iii. | \$235,000 per year | December 15, 2019 – December 14, 2020 |
| iv. | \$270,000 per year | December 15, 2020 – December 14, 2021 |
| v. | \$300,000 per year | December 15, 2021 – May 31, 2023 |

Employee further agrees and understands that the amount funded by the UAB Athletics Foundation shall not be subject to employee benefits, but will be subject to applicable withholding requirements.

Section 3. Sections 4.04(e), 4.05(d) and 4.05(f) of the Agreement shall be deleted in its entirety.

Section 4. Section 4.05(a) of the Agreement shall be amended and restated as follows:

a. Competitive Success During Regular Season Play. For the 2017/2018 academic year, the Employee shall be rewarded for successful competition during regular season play as follows:

i.	6 wins	\$ 25,000
ii.	7 wins	\$ 30,000
iii.	8 wins	\$ 35,000
iv.	9 wins	\$ 40,000
v.	Final Top 25 AP or Coaches Ranking	\$ 10,000
vi.	Win over Power 5 Team	\$ 10,000
vii.	C-USA Division Champion	\$ 25,000

Beginning with the 2018/2019 academic year, the Employee shall be rewarded for successful competition during regular season play as follows:

i.	6 wins	\$ 25,000
ii.	7 wins	\$ 30,000
iii.	8 wins	\$ 35,000
iv.	9 wins	\$ 40,000
v.	Final Top 25 AP or Coaches Ranking	\$ 25,000
vi.	Win over Power 5 Team	\$ 25,000
vii.	C-USA Division Champion	\$ 25,000

Any bonuses payable to the Employee for wins pursuant to this Section 4.05.a.i. through iv. are not cumulative (e.g., if 9 win season, total bonus under Section 4.05.a. would be \$40,000) and shall be paid to the Employee within sixty (60) days of the end of the final game of the season for UAB's men's football team (including any post-season games).

Section 5. Section 4.05(b) of the Agreement shall be amended and restated as follows:

b. Post-season Play. Beginning with the 2017/2018 academic year, the Employee shall have the opportunity to receive the following incentive compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the football team's participation in post-season games or tournaments and for the extra services required of the Employee in preparation for and participation in such postseason games or tournaments. In any year within the Term that the football team shall participate in a post-season game or play-off, the Employee shall receive supplemental compensation as follows:

i.	C-USA Championship Game Win	\$ 50,000
ii.	At-Large Bowl Selection (if not Championship game winner)	\$ 25,000
	• Bowl Game Win	\$ 25,000
iii.	CFP Host Bowl or Semifinal Appearance	\$100,000

- | | | |
|-----|----------------------------|-----------|
| iv. | National Championship Game | \$100,000 |
| v. | Win National Championship | \$ 50,000 |

Beginning in the 2018/2019 academic year, the bonuses for post season play shall be revised as follows:

- | | | |
|-------|--|-----------|
| i. | C-USA Championship Game Win | \$ 50,000 |
| ii. | At-Large Bowl Selection | \$ 25,000 |
| iii. | Bowl Game Win | \$ 25,000 |
| iv. | CFP Host Bowl or Semifinal Appearance | \$100,000 |
| v. | National Championship Game Appearance | \$100,000 |
| vi. | Win National Championship | \$250,000 |
| vii. | Conference USA or AFCA Regional
Coach of the Year | \$ 35,000 |
| viii. | National Coach of the Year | \$ 50,000 |

The bonuses for Conference USA or AFCA Regional Coach of the Year and National Coach of the Year above shall commence for the 2017/2018 academic year. Any bonuses payable to the Employee pursuant to this Section 4.05.b. are cumulative and shall be paid to the Employee within sixty (60) days of the end of the final game of the season for UAB's men's football team (including any post-season games).

Section 6. Section 4.05(c) of the Agreement shall be amended and restated as follows:

c. Academics. Beginning with the 2017/2018 academic year, and for each academic year thereafter that the football team achieves an Academic Progress Rate of 985 or greater for the previous academic year, UAB will pay the Employee \$50,000 (for example, Employee will first be eligible for an incentive payment under this section in the Fall of 2018 for the 2017/2018 academic year). For an APR between 960 and 984 for the same timeframe, UAB will pay the employee \$25,000. The Academic Progress Rate shall be calculated according to the formula described by the rules and regulations of the NCAA then in effect. Any bonus payable to the Employee pursuant to this Section 4.05.c. are not cumulative and shall be paid to the Employee within sixty (60) days of the NCAA's notice to UAB of its verified Academic Progress Rate for UAB's men's football team.

Section 7. Section 5.01(f) of the Agreement shall be amended and restated as follows:

f. Liquidated Damages Upon Termination By UAB Without Cause. If UAB terminates this Employment Agreement without cause prior to its expiration, in accordance with the provisions of Section 5.01.e. hereof, UAB shall pay to the Employee, as liquidated damages, Employee's Base Salary, Radio and TV Talent Fee and Promotional and Fundraising Fee as

provided in Section 4.01(a), 4.01(b) and 4.01(c) hereof for the remaining years of the Term, or the appropriate fraction of said amount for any partial year, payable in monthly installments and subject to deductions required by law. No other payment, including those provided in Section 4.05 as Supplemental Income shall be due unless such amounts have been earned but not yet paid. If UAB terminates this Employment Agreement without cause, the Employee will be eligible for such benefits as was provided by UAB during the Term until the next March 31 (e.g., if terminated on January 10, 2016, Employee would be eligible for such benefits until May 31, 2016), and thereafter, the Employee will not be eligible for employee benefits. The provision of any employee benefit is subject, however, to the rules and regulations for such benefits.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Employment Agreement by UAB without cause prior to its natural expiration may cause the Employee to lose certain benefits, supplemental compensation or outside compensation relating to his employment at UAB, 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 UAB and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for the damages and injury suffered by the Employee because of such termination by UAB. The foregoing shall not be, nor be construed to be, a penalty.

Section 8. Section 5.02(d) of the Agreement shall be amended and restated as follows:

e. If Employee terminates this Employment Agreement without cause at any time prior to its expiration date, Employee, or a third party on Employee's behalf, shall pay to UAB, as liquidated damages, the following amounts as repayment of previously earned salary:

-	If prior to January 1, 2019	\$1,015,000
-	If on or after January 1, 2019, but prior to January 1, 2020	\$ 975,000
-	If on or after January 1, 2020, but prior to January 1, 2021	\$ 930,000
-	If on or after January 1, 2021, but prior to January 1, 2022	\$ 750,000
-	If on or after January 1, 2022, but prior to January 1, 2023	\$ 500,000
-	If after January 1, 2023	\$ 0

Such liquidated damages shall be due and payable within thirty (30) days after the effective date of termination of this Employment Agreement. Failure to pay such liquidated damages shall constitute a breach of contract. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that UAB will incur administrative, recruiting, and resettlement costs in obtaining a replacement for Employee in addition to potentially increased compensation costs, loss of ticket revenues, and loss of income from UAB's designated marketing contractor if Employee terminates this Employment Agreement while serving as UAB's Head Coach for men's football, all of which damages are extremely difficult to

determine with certainty or fairly or adequately. The foregoing shall not be, nor construed to be, a penalty. Notwithstanding the foregoing, in the event that UAB does not play a complete Football Bowl Subdivision schedule as a full member of the Conference in 2017, the Employee will owe no amounts to UAB under this Section 5.02.d.

Section 9. Within fifteen days of execution of this Amendment by both parties, Employee will be paid a \$45,000 signing bonus. In addition to those amounts specified under this Section 9 and Section 4.01 of the Agreement, the incentive payments to the Employee, if any, under Section 4.05 shall be funded by the UAB Athletic Foundation and shall not be subject to employee benefits, but will be subject to applicable withholding requirements.

Section 10. Notwithstanding any provision to the contrary, in no event will Employee enter into any agreement to wear, promote or endorse any goods or services or consult with a manufacturer or seller of goods or services if such agreement would in any way conflict with or create the appearance that UAB is violating any agreements to which UAB or the UAB Athletics Foundation are a party.

Section 11. This Amendment along with the Agreement are the sole and entire agreements by and between the parties regarding the subject matter set forth in this Amendment and the Agreement, and this Amendment along with the Agreement supersedes all prior agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties have each caused its duly authorized representative to execute this Agreement, effective as of the date first above written.

UAB:

EMPLOYEE:

The Board of Trustees of the University of Alabama for and on behalf of the University of Alabama at Birmingham

By: Ray L. Watts
Name: Ray L. Watts
Title: President


Bill Bradford Clark

Bill Bradford Clark

EMPLOYMENT AGREEMENT

This Employment Agreement ("Employment Agreement") is made and entered into as of the 1st day of June, 2015, by and between The Board of Trustees of the University of Alabama for its division, the University of Alabama at Birmingham ("UAB"), and Bill Bradford Clark ("Employee").

ARTICLE I - PURPOSE

UAB and Employee have entered into this long term Employment Agreement, starting June 1, 2015 and ending on May 31, 2020 (the "Term"), with Employee's assurance that he will serve the entire term of this Employment Agreement. Employee's commitment to serving the entire five (5) year term of this Employment Agreement is critical to UAB's desire to run a stable athletics program. UAB and Employee agree that head coaches of intercollegiate athletic teams at UAB conduct their professional activities under circumstances which are unique in the family of UAB employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations. These unique circumstances justify job security and a commitment by Employee of longer than one year but less than a continuous appointment. Employee desires to obtain the opportunities of employment with UAB which are set forth in this Employment Agreement. For these reasons, UAB has agreed to employ Employee and Employee has promised to be employed by UAB upon the terms and conditions set forth herein.

ARTICLE II - POSITION

2.01 Appointment.

UAB hereby employs Employee as Head Coach of its intercollegiate football program. Employee accepts the employment and agrees that, throughout the Term, Employee shall use his best, full-time energies and abilities for the exclusive benefit of UAB (subject to Section 4.04 herein). Employee agrees to observe and respect the principles of institutional control of all aspects of the football program and other athletic programs. Employee agrees to act at all times in a manner consistent with the mission and the ethical and academic standards established by UAB.

2.02 Employee's Responsibilities.

a. **Recognition of Duties.** Employee agrees to devote his best, full-time efforts to the performance of his duties for UAB, to give proper time and attention to furthering his responsibilities to UAB and to comply with all rules, regulations, policies, and decisions established or issued by UAB. Employee agrees to be a loyal employee of UAB. Employee recognizes that his statements about UAB, its administrators, and its Trustees are often publicized, and he agrees to use his best efforts to keep reasonably positive and constructive in tone any public comments he makes about UAB policies or actions taken by senior administrators. Employee understands and agrees that a material duty of his under this Employment Agreement is to work with the Athletics Director to operate the Football Program in a fiscally responsible manner and to work to raise philanthropic funds to support the UAB Football Program as well as UAB Athletic

Department in general. Specific fundraising goals have been provided to Employee and are set forth in Section 4.05(e), and he understands and agrees to use his best efforts to assist in raising those funds. Employee also agrees that, notwithstanding the provisions of Section 4.04, during the Term, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of his duties hereunder. Employee also agrees not to usurp any corporate opportunities from UAB.

b. General Duties and Responsibilities of Employee. Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consistent with the standards of UAB, all duties and responsibilities attendant to the position of Head Coach of UAB football. Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and Conference USA, the athletic conference of which UAB is a member (hereinafter "Conference"), its successor, or any other athletic conference of which UAB may become a member, and all UAB rules and regulations relating to the conduct and administration of the football program. In particular, Employee recognizes an obligation personally to comply with, and to exercise due care to ensure that all personnel and students subject to Employee's direct control and authority, comply with governing athletic rules relating to recruiting and furnishing unauthorized extra benefits to recruits and student athletes, including, without limitation, purchase or sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with laws and governing athletic rules relating to gambling, betting, and bookmaking and illegal sale, use, or possession of controlled substances, narcotics or other chemicals or steroids. In the event that Employee becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Athletic Director. Employee agrees to adhere to, to respect and to follow the academic standards and requirements of UAB in regard to the recruiting and eligibility of prospective and current student-athletes for the football program. All academic standards, requirements and policies of UAB shall be observed by Employee and members of his staff, including assistant coaches, at all times and shall not be compromised or violated at any time.

c. Duties and Responsibilities as Head Football Coach. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Employment Agreement.

(i) General Description: The position of Head Coach of UAB men's intercollegiate football program is a specialized professional position. By holding this position, Employee is not eligible for tenure.

(ii) Men's Football Program: Employee is responsible for evaluating, recruiting, training and coaching student-athletes to compete against NCAA Division I competition. In his position as Head Coach of UAB men's football program, Employee's duties shall include the following general responsibilities relating to the football program: budgeting, scheduling (subject to Section 7.01 below) and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff.

(iii) Internal Evaluation System: Each year Employee shall engage in an evaluation of the football program, to be coordinated with the Athletic Director. The procedures for the

evaluation shall be determined by Employee in consultation with the Athletic Director (such evaluation to include the Athletic Director's assessment of Employee's material participation in fundraising efforts pursuant to Section 4.05(e) herein).

(iv) Other Duties and Responsibilities: This position has these additional specific responsibilities:

- A. being knowledgeable of NCAA and Conference rules and regulations and any other regulations governing intercollegiate athletic competition and maintaining strict compliance therewith, including supervising assistant football coaches and football support staff to ensure they exercise due care to comply with such rules and regulations;
- B. participate in the instruction, training, recruiting and coaching of student-athletes;
- C. work to generate public, UAB employee, and student interest in and support for the football program;
- D. work within the confines of all rules, regulations, guidelines and policies of UAB Athletic Department as provided to or made available to Employee;
- E. work in cooperation with and support of UAB's faculty and administrative officials, to ensure that football student-athletes meet academic requirements and encourage progress towards their degrees;
- F. be a disciplinarian but be fair, sympathetic, and protective of the student- athletes while motivating them to excellence;
- G. maintain a mature and rational attitude, keep emotions in control, and downplay defeats;
- H. prepare players for each game and each season with dedication;
- I. promote and work to integrate the UAB football program through personal communication with the UAB student body and the support of local community activities that are affiliated with the Athletic Department; and
- J. support and assist UAB development efforts as an Athletics representative.

2.03 Employee May Be Disciplined for Violations of NCAA Rules and Regulations.

If Employee is found to be in violation of NCAA, Conference or UAB rules and regulations, whether while employed by UAB or during prior employment at another NCAA member institution, Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. Employee may be suspended for a period of time without pay, or the employment of Employee may be terminated as provided in Section 5.01.b hereof (subject to the provisions of Sections 5.01c and 5.01d) if Employee is found to have been involved in significant, repetitive or intentional violations of NCAA, Conference or UAB rules and regulations.

2.04 Reporting Relationship.

Employee shall report to the Athletic Director or to his or her designee. Employee's job duties and responsibilities may be reviewed and revised from time to time by Employee's reporting

superior, whether it is the Athletic Director or other person so long as those duties are generally consistent with those typically assigned to Division I head football coaches. As of the beginning of this Employment Agreement, the job duties and responsibilities assigned to Employee are those set forth in Section 2.02 hereof. Employee is expected to work with a variety of Athletic Department and UAB staff on all matters affecting the intercollegiate football program or otherwise connected with the discharge of his duties as an employee of UAB.

ARTICLE III - TERM OF EMPLOYMENT

Employee's employment hereunder shall commence June 1, 2015 and shall continue until this Employment Agreement terminates on May 31, 2020. This provision is subject to the terms and conditions of Article V hereof concerning termination, and neither party shall have any right to terminate this Employment Agreement prior to May 31, 2020, except as provided herein.

ARTICLE IV - COMPENSATION

Employee shall be entitled to guaranteed base salary payments and employment benefits and may receive opportunities to earn outside income, and opportunities to earn incentive compensation. Each of these items is described below. All payments from UAB are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which Employee is entitled or in which he participates, and are subject to the terms and conditions of Article V hereof concerning termination of this Employment Agreement.

4.01 Salary.

The compensation to be paid by UAB to Employee for services and satisfactory performance of the terms and conditions of this Employment Agreement shall include: (1) a Base Salary; (2) a Radio and TV Talent Fee; and (3) a Promotional and Fundraising Fee.

- a. Base Salary. The Base Salary to be paid by UAB to Employee shall be at the rate of Five Hundred Fifty-Five Thousand Dollars (\$555,000) per year.
- b. Radio and TV Talent Fee. The Radio and TV Talent Fee to be paid by UAB to Employee shall be at a rate of Twenty Five Thousand Dollars (\$25,000) per year. The payments of any Radio and TV Talent Fee shall be contingent on Employee performing, to UAB's satisfaction the services set forth in this Section 4.01(b). Employee shall make reasonable efforts to appear on successful television and radio programs produced by UAB or contractors of its choice in connection with the UAB intercollegiate football program. UAB shall own all rights to the programs and shall be entitled, at its option, to produce and to market the programs or to negotiate with third parties for the production and marketing of the programs. Employee shall not unreasonably refuse to personally contact sponsors to increase advertising revenue and shall not unreasonably refuse to make commercial endorsements of program sponsors' products or services. UAB shall have the exclusive right to contract with program sponsors for commercial endorsements by Employee and to authorize the use of such endorsements both during the program and at other times. UAB shall be entitled to

retain all revenue from program sponsors for commercial endorsements used during the programs. Employee shall not appear without the prior written approval of UAB, which approval shall not be unreasonably withheld, in any competing television or radio programs during the term of this Employment Agreement except routine news media interviews for which no compensation is received. The reasonable efforts required of Employee under this section shall be that due diligence and personal time customarily exerted by Head Coaches in the promotion and production of similar television and radio programs at other institutions of higher education with comparable NCAA Division I college football programs.

- c. Promotional and Fundraising Fee. The Promotional and Fundraising Fee to be paid by UAB to Employee shall be at a rate of Twenty Five Thousand Dollars (\$25,000) per year. The payments of any Promotional and Fundraising Fee shall be contingent on Employee participating, to UAB's reasonable satisfaction, in events, public appearances and media interviews: (1) to promote UAB's intercollegiate football program, other athletic programs at UAB, and UAB in general, and (2) to raise funds to support UAB and its activities. Any fundraising activities must receive UAB's approval prior to such event, which approval shall not be unreasonably withheld. At any time that UAB is not satisfied with Employee's participating in events, public appearances, or media interviews, the Athletic Director or President of UAB shall notify Employee of such additional actions on the part of Employee that are necessary for UAB to be satisfied.

All amounts owed to Employee under this Section 4.01 shall be payable in twelve equal installments by UAB to Employee on the last day of each calendar month during the Term. The reasonable efforts required of Employee under Sections 4.01(b) and 4.01(c) above shall be that due diligence and personal time customarily exerted by Head Coaches at other institutions of higher education with comparable college football programs. UAB recognizes that the primary responsibilities of Employee as Head Football Coach places limitations on the amount of personal time which Employee can devote to such programs and activities and shall not require Employee to expend unreasonable amounts of time in connection with such programs or activities.

4.02 Merit Increases Based on Periodic Evaluations.

Employee shall be eligible for merit raises (above the guaranteed base salary amount set forth in Section 4.01 hereof) on the following terms and conditions:

- a. Periodic Personnel Evaluations. Employee's performance of his job duties and responsibilities, distinguished from his win-loss record, will be evaluated by his reporting superior periodically on the same basis as performance evaluations are done for other employees within Employee's classification within UAB. These evaluations will also take into account prior evaluations and the expectations and goals set for Employee in such prior evaluations. In addition, each year that he serves as Head Coach of the UAB Men's intercollegiate football team, Employee will be responsible for the implementation of an evaluation of the men's football program as described in Section 2.02.c(iii), above. The skill with which Employee implements this evaluation

system will be reviewed during his periodic reviews. Each review will take place within 60 days of the end of each season and will include a discussion of the terms of this Employment Agreement.

b. Eligibility for Merit Raise. Employee shall be eligible to be paid at a merit raise level (above the guaranteed base salary amount set forth in Section 4.01 herein) if justified by the periodic evaluations of his reporting superior. The amount of any merit increase monies available to UAB which are to be awarded to Employee as a merit raise shall be determined by using the same process for evaluating and rewarding meritorious performance as is used for other employees of Employee's classification within UAB. In determining eligibility for or the amount of any such merit raise, any supplemental compensation paid to Employee under Sections 4.01(b) and (c) or 4.05 hereof shall not be considered. Employee will be eligible for his first merit review on or before June 1, 2016.

4.03 Employment Benefits and Perquisites.

UAB will provide Employee with the employment benefits described in this Section 4.03 and the UAB Personnel Handbook, and no other, and the perquisites described herein.

a. Standard UAB Benefits. Employee shall be entitled to the standard UAB benefits provided for regular, full-time professional or administrative employees, including (among other things) group life insurance, long-term disability benefits, vacation with pay, medical, dental and vision coverage, and 403(b) plan contributions (if elected by Employee), all of which are described in UAB's staff handbook. In the event of conflict between handbook provisions and this Employment Agreement, the terms and provisions of the handbook shall apply. If any employment benefit is based in whole or in part on salary paid to Employee, any income paid or received by Employee from any outside activities or supplemental compensation shall be included in that employment benefit only to the extent permitted or required by UAB rules or by law.

b. Expenses. An annual expense allowance of \$10,000 shall be provided to Employee for expenses necessary for promoting and improving the UAB men's football program. Such expense reimbursement must meet the criteria of being ordinary and necessary expenses and must be otherwise permissible under IRS guidelines. Such reimbursement shall be made in accordance with the standard procedures of UAB upon presentation to UAB of vouchers or other statements itemizing such expenses in reasonable detail, as required by UAB policy.

c. Automobile. UAB, as additional compensation to Employee, shall make arrangements for and provide to Employee on a complimentary basis two (2) automobiles for his use during the Term. Employee and UAB shall work together to select such vehicles as are commensurate with the position which he holds as a leading representative of the Department of Athletics at UAB. UAB further agrees to provide appropriate liability and physical damage insurance on said vehicle during the Term. In lieu of the provision of the complimentary automobiles described above, UAB will pay to Employee a \$750 monthly car allowance for each complimentary automobile not reasonably available.

d. Club Membership. UAB shall make arrangements for and provide to Employee a club membership at UAB's discretion for use in connection with UAB business-related activities.

e. Moving Expenses. UAB shall reimburse Employee for his moving expenses for moving his residence to the Birmingham, Alabama metropolitan area if Employee uses a moving company that provides discounts to UAB employees, has the moving expenses pre-approved by the UAB athletic director and complies with UAB's policies on employee moving expenses.

4.04 Opportunities to Earn Outside Income.

Employee shall have the opportunity to earn outside income, but only upon the following terms and conditions:

a. General Provisions Concerning Outside Income. The following general terms and conditions shall apply to each case in which Employee seeks to or makes arrangements to earn outside income as a result of his being Head Coach of UAB men's football team.

- i. UAB Obligations Are Primary. Such outside activities shall not interfere with the complete performance by Employee of his duties and obligations as a UAB employee, recognizing always that Employee's primary obligations lie with UAB and its students.
- ii. NCAA Rules Control. In no event shall Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, UAB booster club or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA and Conference as now or hereafter enacted. Changes of such legislation, constitution, bylaws, rules and regulations or interpretations thereof shall automatically apply to this Employment Agreement without the necessity of a written modification. UAB will work with the UAB Athletics Foundation in its efforts to raise funds for UAB Athletic facilities as well as operations consistent with UAB's rules and procedures.
- iii. UAB Approval is Required. Employee shall obtain the advance written approval of his reporting superior before entering into such agreements, which approval shall not be unreasonably withheld.
- iv. UAB Is Not Liable. Such activities are independent of Employee's UAB employment, and UAB shall have no responsibility or liability for any claims arising therefrom.
- v. Employee Retains All Revenues. Except for the limitations on such outside compensation as established by or set forth in the Employment Agreement and in the constitution, bylaws, rules and regulations and interpretations thereof of UAB, the Conference and the NCAA, Employee shall be entitled to retain all revenue generated by such outside activities.

b. Commercial Endorsements. Subject to the provisions of Section 4.01(b) hereof and UAB's prior written approval which will not be unreasonably withheld, UAB and Employee agree that Employee may, during the Term, undertake commercial endorsements of products and

services in which he identifies himself as the Head Coach of UAB men's football team; all such endorsements must cease at the termination of this Employment Agreement. Employee may not otherwise associate UAB's name with an endorsement.

c. Income from Speeches, Appearances, and Written Materials. Subject to the provisions of Section 4.01(b) hereof, Employee shall be entitled to deliver, make and grant public speeches, public appearances and media interviews and to write and release books and magazine and newspaper articles or columns in connection with his position as Head Coach of UAB men's football team. The Employee agrees to represent UAB in all such matters in a manner that is consistent with that of a head football coach in a Division I-A program.

d. On-Campus Summer Camp. Subject to UAB policies and procedures, UAB shall make available to Employee use of UAB's facilities during summer months for customary and reasonable charges, for up to four (4) weeks in each year, for the purpose of conducting summer football camps and clinics. Employee agrees to notify and coordinate with all necessary departments and offices to facilitate use of UAB's facilities for Employee's summer football camps and clinics.

e. Shoe, Apparel, and Equipment Contracts. Subject to the provisions of Section 4.01(b) hereof, Employee may retain any monies offered by shoe, apparel or equipment manufacturers or sellers in an exchange for an agreement that Employee shall wear, promote, endorse or consult with the manufacturer or seller concerning the design and/or marketing of such shoes, apparel or equipment, provided that such agreements are in writing, do not extend beyond the Term, would be coterminous with Employee's termination of employment and are subject to the approval of UAB's Athletic Director, which approval shall not be unreasonably withheld. Notwithstanding any provision to the contrary, in no event will any agreements or payments under this Section 4.04(e) conflict with other agreements between UAB's Athletics Department.

f. Disclosure of Outside Income. Employee shall report annually in writing to the President of UAB through the Athletic Director, on or before July 31st of each year, all athletically-related income from sources outside UAB including, including but not limited to, income from annuities, sports camps, and endorsement or consultation contracts with athletic shoe or apparel or equipment manufacturers or sellers, and UAB shall have reasonable access to all records of Employee necessary to verify such report.

4.05 Incentives.

a. Competitive Success During Regular Season Play. Beginning with the 2017 football season, Employee shall be rewarded for successful competition during regular season play as follows:

i.	6 wins	\$ 25,000
ii.	7 wins	\$ 30,000
iii.	8 wins	\$ 35,000
iv.	9 wins	\$ 40,000
v.	Final Top 25 AP or Coaches Ranking	\$ 10,000
vi.	Win over Power 5 Team	\$ 10,000

- vii. C-USA Division Champion \$ 25,000

Any bonuses payable to Employee for wins pursuant to this Section 4.05.a.i. through iv. are not cumulative (e.g., if 9 win season, total bonus under Section 4.05a. would be \$40,000) and shall be paid to Employee within sixty (60) days of the end of the final game of the season for UAB's men's football team (including any post-season games).

b. Post-season Play. Beginning with the 2017 football season, Employee shall have the opportunity to receive the following incentive compensation in consideration of his efforts in contributing to the exceptional performance of the football team and the football team's participation in post-season games or tournaments and for the extra services required of Employee in preparation for and participation in such post-season games or tournaments. In any year within the Term that the football team shall participate in a post-season game or play-off, Employee shall receive supplemental compensation as follows:

- i. C-USA Championship Game Win \$ 50,000
- ii. At-Large Bowl Selection (if not Championship game winner) \$ 25,000
 - Bowl Game Win \$ 10,000
- iii. CFP Host Bowl or Semifinal Appearance \$100,000
- iv. National Championship Game \$100,000
- v. Win National Championship \$ 50,000

Any bonuses payable to Employee pursuant to this Section 4.05.b. are cumulative and shall be paid to Employee within sixty (60) days of the end of the final game of the season for UAB's men's football team (including any post-season games).

c. Academics. Beginning with the 2017/2018 academic year, and for each academic year thereafter that the football team achieves an Academic Progress Rate of 985 or greater for the previous academic year, UAB will pay Employee \$50,000 (for example, Employee will first be eligible for an incentive payment under this section in the Fall of 2018 for the 2017/2018 academic year). For an APR between 950 and 984 for the same timeframe, UAB will pay Employee \$25,000. The Academic Progress Rate shall be calculated according to the formula described by the rules and regulations of the NCAA then in effect. Any bonus payable to Employee pursuant to this Section 4.05.c. are not cumulative and shall be paid to Employee within sixty (60) days of the NCAA's notice to UAB of its verified Academic Progress Rate for UAB's men's football team.

d. Ticket Sales. Beginning with the 2017 football season, UAB will calculate the number of season ticket sales (excluding sales to municipalities). In the event that such sales equal or exceed the following amounts, UAB shall pay to Employee the amounts set forth below:

- 5,000 – 7,499 \$20,000
- 7,500 – 9,999 \$35,000
- greater than 10,000 \$50,000

The amounts payable to Employee under this Section 4.05.d. are cumulative and shall be paid to Employee within sixty (60) days of the end of the final game of the season for UAB's men's football team (including any post-season games).

e. Fundraising Efforts. UAB will pay Employee the following amounts upon receipt by UAB of philanthropic contributions to support UAB approved Athletics Facilities:

	<u>Contribution Targets</u>	<u>Incentive</u>
(i)	\$1,000,000	\$10,000
(ii)	\$3,000,000	\$20,000
(iii)	\$5,000,000	\$20,000
(iv)	\$7,000,000	\$20,000
(v)	\$10,000,000	\$30,000
(vi)	\$12,000,000	\$20,000
(vii)	\$15,000,000	\$30,000
(viii)	\$20,000,000	\$50,000

Only contributions in which Employee had material participation will be included in the calculation of Contribution Targets, and UAB's Athletic Director and Employee will mutually agree to a procedure to account for Employee's participation in fundraising efforts. The Contribution Targets above are cumulative. Any fundraising bonuses payable to Employee shall be paid to Employee within sixty (60) days of the applicable Contribution Target being met (e.g., in the event payment is due under (i) above, the payments would be payable on or before the sixtieth (60th) day following UAB's receipt of all contributions totaling \$1,000,000). All contributions toward the Contribution Target must be received in U.S. Dollars to be included in the calculation of Contribution Targets. UAB will consider the receipt of a non-monetary gift ("Gift") to be a contribution toward the Contribution Target if the Gift meets the following criteria: (1) the Gift is a commercially available good that has a capital value of \$100,000 or more as determined by an appraiser in the business of appraising goods such as the Gift and chosen by the UAB Athletics Director in his reasonable discretion ("Appraiser"); (2) the UAB Athletics Director has determined the Gift to be needed by the UAB Athletics Department for an approved purpose; and (3) UAB receives the Gift in a form that can be used for the approved purpose. The Gift will be valued for purposes of the Contribution Target at the fair market value given to it by the Appraiser.

f. Longevity Incentive. Employee will be paid a longevity incentive of \$25,000 on the date set forth below for each of the following years if he remains employed by UAB at that time:

- February 15, 2016
- February 15, 2017

- February 15, 2018
- February 15, 2019
- February 15, 2020

The longevity incentives above are dependent upon Employee working with the Athletic Director to operate the football program in a financially responsible manner.

g. Payment Contingency. In the event that Employee terminates this Employment Agreement, for any reason, prior to earning any amounts payable under this Section 4.05 (a) and (b), Employee's right to such payments shall cease and UAB shall have no obligation to pay such amounts. For purposes of clarity, if Employee coaches the team to nine (9) wins but resigns prior to the C-USA Division Championship game, Employee will have earned \$40,000 for coaching the team in nine (9) winning games but will not be eligible for the \$25,000 bonus for the C-USA Champion designation unless he coached the team in the C-USA Championship game. No other rights pursuant to this Section 4.05 shall survive the termination of this Employment Agreement.

ARTICLE V - TERMINATION

5.01 Termination by UAB.

Employee recognizes that his promise to remain as a UAB employee through the entire term of this five (5) year Employment Agreement from June 1, 2015, through May 31, 2020, is of the essence of this Employment Agreement to UAB. It is also recognized, however, that certain limited circumstances may make it appropriate for UAB to terminate this Employment Agreement prior to the completion of the Term.

a. Automatic Termination Upon Death or Disability of Employee. This Employment Agreement shall terminate automatically if Employee dies, or if Employee becomes totally disabled (within the meaning of UAB's disability insurance for employees of Employee's classification) in excess of ninety (90) days so that he qualifies for salary continuation benefits, or if Employee becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Employee, in the reasonable discretion of UAB, from performing his duties under this Employment Agreement for a period of six (6) consecutive months.

If this Employment Agreement is terminated pursuant to this section because of Employee's death, Employee's salary and all other benefits shall terminate as of the calendar month in which death occurs, except that Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by UAB and due to Employee thereunder and any compensation and/or bonuses that have been earned but not paid.

If this Employment Agreement is terminated pursuant to this section because Employee becomes totally disabled, or permanently disabled as the case may be, all salary and other benefits shall terminate, except that Employee shall be entitled to receive any disability benefits to which

he is entitled under any disability program in which he is enrolled and any compensation and/or bonuses that have been earned but not paid.

b. Termination by UAB for Cause. UAB shall have the right to terminate this Employment Agreement for cause prior to its normal expiration, and such right of termination shall exist notwithstanding any rights available to UAB under Section 5.01.e. The term “for cause” shall include any of the following:

- i. Neglect by Employee of the standards, duties, or responsibilities assigned to or required of Employee by Article II of this Employment Agreement after reasonably specific written notice thereof has been given to Employee by the Athletic Director, and Employee has continued such neglect during a subsequent period of not less than thirty (30) days; or
- ii. Significant or repetitive material breach or violation by Employee of this Employment Agreement including, without limitation, Article II hereof, or governing athletic rules or UAB rules, provided however, that in the case of a repetitive breach or violation, UAB must have provided prior notice to Employee of such breach or violation and Employee must have failed to cure such breach or violation during a subsequent period of not less than thirty (30) days; or
- iii. Conviction of Employee of any felony crime or violation (excluding minor traffic offenses or non-criminal offenses) involving moral turpitude; or
- iv. Fraud or dishonesty of Employee in the performance of Employee's duties or responsibilities hereunder; or
- v. Failure by Employee to respond promptly, accurately and fully to any reasonable request or inquiry by UAB relating to Employee's performance of Employee's duties and responsibilities hereunder or Employee's adherence to or compliance with UAB rules; or
- vi. Participating in any conduct, committing any act, or becoming involved in any situation, occurrence, or activity that brings Employee into significant public disrepute, contempt, scandal, or ridicule or that reflects unfavorably upon the reputation or the high moral or ethical standards of UAB; or
- vii. If between the 2017 and 2020 seasons, the APR single year average, or if after 2020, the APR four-year rolling average for the football team falls below the NCAA mandated threshold (presently 930, but changes to such threshold by the NCAA shall automatically apply to this Employment Agreement without the necessity of a written modification); or
- viii. A Level I or II violation by Employee or numerous Level III or IV violations by Employee to the extent that they amount to a Level I or II violation by Employee of any NCAA or other governing athletic rule or UAB interpretation thereof to the extent such interpretation has previously been provided to or made available to Employee which may, in the reasonable judgment of UAB, reflect adversely in a significant manner upon UAB or its athletic program, including any violation which may result in UAB being placed on probation by the NCAA or Conference USA; or

- ix. Subject to any right of administrative appeal permitted or granted to Employee by such entities, the making or rendition of a finding or determination by NCAA or Conference, or any commission, council, panel, or tribunal of the same, of one or more Level I or II violations by Employee of any governing athletic rules, or of one or more Level I or II violations by members of Employee's coaching staff or others, including alumni, booster club members, or student-athletes, of which Employee had direct knowledge, or which Employee reasonably should have known about and failed to act reasonably to prevent, limit or mitigate. It is recognized that this subsection encompasses finding or determinations of violations during employment of Employee at UAB or any other NCAA member institution; or
- x. Failure by Employee to report immediately to the Athletic Director and Athletic Compliance Office any violations of NCAA or other governing athletic rules or UAB rules by Employee or by member of Employee's coaching staff, the strength coaches, managers, videographers or student-athletes, that become known to Employee; or
- xi. Conduct of Employee seriously prejudicial to the best interests of UAB or its athletic program or which violates UAB's mission and brings Employee and UAB into significant public disrepute, contempt, scandal, or ridicule; or
- xii. Fraud or dishonesty of Employee in the preparation of, falsification of, or alteration of documents or records of UAB, the NCAA, or the Conference, or documents or records required to be prepared, kept, or maintained by UAB rules, governing athletic rules, or law, or other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms, or compliance reports or permitting, encouraging, or condoning such fraudulent or dishonest acts by any assistant coaches, student-athletes, or other persons under Employee's control or authority; or counseling or instructing by Employee of any coach, student, or other person under Employee's control or authority to fail or refuse to respond accurately and fully within a reasonable time to any reasonable inquiry or request concerning a matter relevant to the athletics programs of UAB or of another institution or higher education which shall be propounded by the NCAA, the Conference, UAB, or other governing body having supervision over the athletic program of UAB or other institution or higher education, or which shall be required by law, governing athletic rules, or UAB rules; or
- xiii. Soliciting, placing, or accepting by Employee of a bet on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other means or method, or permitting, encouraging, or condoning such acts by any other UAB student or employee; or
- xiv. Furnishing by Employee of information or data relating in any manner to the men's intercollegiate football program or any other sport or individual known to Employee to be or whom Employee should reasonably know to be involved in illegal gambling, or an agent of any such person, or the consorting or associating by Employee with such persons; or

- xv. Use or consumption by Employee of alcoholic beverages or narcotics, drugs, controlled substances, steroids, or other chemicals in such a degree and for such appreciable period as to impair significantly or materially Employee's ability to perform Employee's duties and responsibilities hereunder; or
- xvi. (a) Sales, use, or consumption by Employee of any narcotics, drugs, or controlled substances, steroids, or other chemicals, the sale, use, or possession of which by any person is prohibited by law or governing athletic rules; or

(b) Permitting, encouraging, or condoning by Employee of the sale, use, or possession by any student-athlete of any narcotics, drugs, controlled substances, steroids, or other chemicals, the sale, use, or possession of which by any person is prohibited by law or by governing athletic rules of which Employee had direct knowledge or about which Employee should reasonably have known.

In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01.b hereof, then effective as of the termination date Employee shall not be entitled to receive any further payments of base salary, radio and TV talent fee, promotional and fundraising fee or any other sum, compensation, or benefit otherwise payable under Article IV hereof, except any compensation and/or bonuses that have been earned but not paid and Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law.

c. Pre-Termination Hearing. Except in those extraordinary circumstances in which a pre-termination hearing would result in damage to UAB, be detrimental to UAB's interests or would result in injury to Employee, to another employee or student of UAB, or to the general public, "just cause" sufficient to satisfy the provisions of Section 5.01.b. hereof shall be determined by the Athletic Director or his/her designee at a pre-termination hearing held for such purpose after at least *three* (3) days written notice to Employee, which notice shall include a statement of the charges against Employee. The hearing shall consist of an explanation of UAB's evidence and an opportunity for Employee to present Employee's side of the story. Employee may have an attorney present to advise Employee, but Employee's attorney may not actively participate in the proceedings. Subject to the provisions of Section 5.01.d, the decision of the Athletic Director or his/her designee at such hearing shall be final.

d. Post-Termination Hearing. If Employee is terminated for cause in accordance with Section 5.01.b. hereof, within *seven* (7) days after the date of termination, Employee may request a post-termination hearing to determine if UAB policy or procedure has been misapplied or if the termination decision was arbitrary or capricious. A post-termination hearing panel shall be appointed by the President of UAB, or the President's designee if the President has been significantly involved in the matter prior to the termination decision. Employee may have an attorney present to advise Employee, to call witnesses on Employee's behalf, to cross-examine witnesses, and/or to otherwise participate on the behalf of Employee. The charges and evidence against Employee shall be presented by the Athletic Director with the assistance of the Office of Counsel. The rules of evidence shall not apply to the hearing. After the conclusion of the hearing, the panel shall promptly make a recommendation to the President or, if the President has been significantly involved in the matter prior to the termination decision, to the President's designee,

and inform Employee of the recommendation. As soon thereafter as possible, the President, or his/her designee, shall inform Employee of the termination decision. The decision of the President, or his/her designee, shall be final and binding on both parties to this Employment Agreement. The parties agree that Employee is not entitled to any hearing if Employee is terminated without cause pursuant to Section 5.01.e. hereof. The procedure described herein shall also be applicable in the event of a suspension.

e. Termination by UAB Without Cause. UAB shall have the right to terminate this Employment Agreement prior to its normal expiration, without cause and for its convenience. Termination "without cause" shall mean termination of this Employment Agreement on any basis other than those set forth in Section 5.01.b. above. Termination by UAB without cause shall be effectuated by delivering to Employee written notice of UAB's intent to terminate this Employment Agreement without cause, which notice shall be effective upon the earlier of the date such notice is personally delivered to Employee or effectuated pursuant to Section 7.09 "Notice" below. If UAB exercises its right under this Section 5.01.e. to terminate this Employment Agreement without cause, Employee shall be entitled to damages only as provided for in Section 5.01.f. below.

f. Liquidated Damages Upon Termination By UAB Without Cause. If UAB terminates this Employment Agreement without cause prior to its expiration, in accordance with the provisions of Section 5.01.e. hereof, UAB shall pay to Employee, as liquidated damages, Employee's total compensation of Six Hundred Thousand Thirty Dollars (\$630,000) multiplied by the remaining years of the Term, or the appropriate fraction of said amount for any partial year, payable in monthly installments and subject to deductions required by law. No other payment, including those provided in Section 4.05 as Supplemental Income shall be due unless such amounts have been earned but not yet paid. If UAB terminates this Employment Agreement without cause, Employee will be eligible for such benefits as was provided by UAB during the Term until the next March 31 (*e.g.*, if terminated on January 10, 2016, Employee would be eligible for such benefits until May 31, 2016), and thereafter, Employee will not be eligible for employee benefits. The provision of any employee benefit is subject, however, to the rules and regulations for such benefits.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Employment Agreement by UAB without cause prior to its natural expiration may cause Employee to lose certain benefits, supplemental compensation or outside compensation relating to his employment at UAB, 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 UAB and acceptance thereof by Employee shall constitute adequate and reasonable compensation to Employee for the damages and injury suffered by Employee because of such termination by UAB. The foregoing shall not be, nor be construed to be, a penalty.

g. Mitigation of Damages By Employee If UAB Terminates Without Cause. Notwithstanding the provisions of Section 5.01.f., Employee agrees to mitigate UAB's obligations to pay liquidated damages under Section 5.01.f. and to make reasonable and diligent efforts to obtain another collegiate or professional coaching position (*e.g.*, a coordinator position at a university that competes on a level comparable to that of UAB), as soon as reasonably possible after termination of this Employment Agreement by UAB without cause. After Employee obtains

constitute a breach of contract. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that UAB will incur administrative, recruiting, and resettlement costs in obtaining a replacement for Employee in addition to potentially increased compensation costs, loss of ticket revenues, and loss of income from UAB's designated marketing contractor if Employee terminates this Employment Agreement while serving as UAB's Head Coach for men's football, all of which damages are extremely difficult to determine with certainty or fairly or adequately. The foregoing shall not be, nor construed to be, a penalty. Notwithstanding the foregoing, in the event that UAB does not play a complete Football Bowl Subdivision schedule as a full member of the Conference in 2017, Employee will owe no amounts to UAB under this Section 5.02.d.

5.03 Termination by Employee for Cause. The parties agree that Employee may terminate this Employment Agreement with cause prior to its normal expiration, for the following reason: UAB's material, significant, or repetitive breach or violation of this Employment Agreement; provided, however, that in the case of a repetitive breach or violation, Employee must have provided prior notice to UAB of such breach or violation and UAB must have failed to cure such breach of violation during a subsequent period of not less than thirty (30) days.

ARTICLE VI - PROSPECTIVE EMPLOYMENT

During the Term, Employee agrees not to engage in negotiations with another college or university or with a professional team without first notifying the Athletic Director of such contact or negotiation.

ARTICLE VII - MISCELLANEOUS

7.01 Scheduling.

While it is the intent of the parties to this Employment Agreement that Employee shall be involved in arranging each season's football schedule and any rescheduling of games involving the UAB men's football team, the UAB Athletic Director will have final authority and responsibility with regard to the football team's schedule and shall use his best efforts to ensure that the football team's schedule allows the football program to meet and maintain UAB's objectives in all intercollegiate athletics.

7.02 Requirement of UAB Signature and Approval.

It is understood and agreed that this Employment Agreement shall not be effective until signed by an authorized official on behalf of UAB.

7.03 Merger Clause.

This Employment Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of Employee by UAB and supersedes all prior understandings and agreements, oral or written, regarding Employee's employment by UAB.

7.04 Amendments to Agreement.

This Employment Agreement may be amended at any time only by a written instrument duly approved by UAB through its designated representative and accepted by Employee, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time in accordance with the terms and conditions of Article IV hereof without the necessity for written modification or amendment to this Employment Agreement.

7.05 Severability.

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Employment Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

7.06 No Waiver of Default.

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Employment Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

7.07 Acknowledgment.

The parties acknowledges that they have read and understand the foregoing provisions of this Employment Agreement and that such provisions are reasonable and enforceable and they agree to abide by this Employment Agreement and the terms and conditions set forth herein. Further, they acknowledge that all rights and benefits under this Employment Agreement are subject to applicable laws.

7.08 Materials and Records.

All materials or articles of information, including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data, furnished to Employee by UAB or developed by Employee on behalf of UAB or at UAB's direction or for UAB's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of UAB (with the exception of ordinary coaching materials, e.g. playbooks, practice schedules scripts, coaching manuals, etc.). Within ten (10) days of the expiration of the term of this Employment Agreement or its earlier termination as provided herein, Employee shall immediately cause any such materials in his possession or control to be delivered to UAB, regardless of whether such materials or articles of information are contained in hard copies or electronically.

7.09 Notices.

Any notice or other communication which may or is required to be given under this Employment Agreement shall be in writing and shall be deemed to have been given on the earlier

of the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to Employee:

Mr. Bill Clark
UAB Football Office
1530 3rd Avenue South
Birmingham, Alabama 35294

With a copy to:

Russ Campbell & Patrick Strong
Balch Sports
1901 6th Avenue North, Suite 1500
Birmingham, AL 35203-4642

If to UAB:

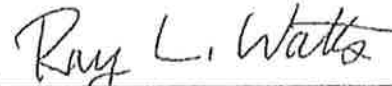
Office of the President
The University of Alabama at Birmingham
1530 3rd Avenue South, Suite AB1070
Birmingham, AL 35294-0110

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement or cause it to be executed the day and year first written above, intending to be legally bound by its provisions, Employee acknowledging that he has reviewed this Employment Agreement with his attorneys.

Employee:


Bill Bradford Clark

The Board of Trustees of The University
of Alabama for The University of Alabama
at Birmingham

By: 
Ray Watts, President