

STATE OF ALABAMA     )  
                                      )  
LEE COUNTY             )

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") made by and between Auburn University (hereinafter called "Auburn" or "University") and Gene Chizik (hereinafter called "Coach").

WITNESSETH THAT:

For and in consideration of the mutual promised herein contained, the parties hereto do hereby agree as follows:

1.     EMPLOYMENT:     University hereby employs Coach in the position of Head Football Coach, and Coach does hereby accept such employment and agrees to perform all those services pertaining to football as set forth herein and as prescribed by University through the President and Athletics Director, which are required of Coach.
2.     TERM:           The Agreement shall commence on December 15, 2008, and end on December 31, 2013. This Agreement can be extended at any time only by written agreement of Coach and University. After December 31, 2008, the term "contract year," as used in this Agreement, shall mean the period from January 1 to December 31 of a given year.
3.     SALARY:        University will pay Coach an annual base salary of Five Hundred Thousand Dollars (\$500,000.00), payable in twelve (12) equal monthly

installments at the end of each month during the Term of this Agreement, less any withholdings required by state or federal laws and other authorized deductions.

4. SALARY INCREASES AND TERM EXTENSION: Salary increases and terms for the extension of this Agreement will be determined at University's discretion by an evaluation of Coach's performance in four (4) primary areas: (1) academic success of his student-athletes as indicated in part by compliance with NCAA and SEC academic progress requirements; (2) competitive success; (3) compliance with University, SEC, NCAA, and other rules and regulations; and (4) fiscal responsibility. Performance in other areas may be considered in this evaluation, but the four (4) areas outlined above will be the primary areas of interest and concern.

5. ACADEMIC AND ATHLETIC PERFORMANCE BONUSES AND OTHER BENEFITS: In addition to the payments to Coach as set forth in this Agreement, Auburn will pay the following performance-based incentives to Coach during the Term of this Agreement, upon the occurrence of the following events. All bonuses are subject to there being no major violations of NCAA Bylaws during the period in question.

- (a) Academic Performance Bonus -- The following academic bonuses are separate from all other bonuses awarded herein and shall be referenced as the "Academic Performance Bonuses." For the Academic Progress Rate (hereinafter "APR") measuring the academic success of teams actually

coached by Coach, Coach may receive an Academic Performance Bonus in the amount specified below on the basis of the following criteria:

- i. Each year that the annual one-year APR, as defined by NCAA standards of the football team, meets or exceeds a figure of .930, an amount equal to Twenty-Five Thousand Dollars (\$25,000.00).
- ii. Each year that the APR of the football team meets or exceeds the annual one-year rate of .950, in addition to the amount in paragraph 5.(a).i, Fifty Thousand Dollars (\$50,000.00).
- iii. Each year that the football team meets the annual one-year rate of 1.000, in addition to the amounts in paragraphs 5.(a).i. & ii, Seventy-Five Thousand Dollars (\$75,000.00).

By way of example of the above (i-iii), if the football team meets the annual one-year rate of 1.000 (necessarily passing the .930 and .950 APRs), Coach will receive an Academic Performance Bonus of \$25,000, plus \$50,000, plus \$75,000, totaling \$150,000. By way of further example, Coach will not receive an Academic Performance Bonus in 2009, the year that the 2008-09 academic year team's APR is released, because Coach did not coach the 2008 team. No Academic Performance Bonus will be paid to Coach after this Agreement is terminated, even though an APR may be released for such team in the year following Coach's last year.

- (b) Victories -- In seasons with ten (10) victories, Seventy-Five Thousand Dollars (\$75,000.00); eleven (11) victories, One Hundred Thousand Dollars (\$100,000.00); twelve (12) victories, One Hundred Twenty-Five Thousand Dollars (\$125,000.00); thirteen (13) victories, One Hundred

Fifty Thousand Dollars (\$150,000.00); fourteen (14) victories, Two Hundred Thousand Dollars (\$200,000.00). Coach will be eligible for only one (1) bonus per season under Paragraph 5(b).

- (c) Playing in SEC Championship -- For playing in the Southeastern Conference Championship Game, One Hundred Thousand Dollars (\$100,000.00).
- (d) Winning SEC Championship -- For winning the Southeastern Conference Championship Game, Two Hundred Thousand Dollars (\$200,000.00).
- (e) Playing in a BCS Bowl Game -- If the team receives and accepts an at-large bid to a BCS bowl game, Fifty Thousand Dollars (\$50,000.00).
- (f) Playing in non-BCS Bowl Game -- For playing in a non-BCS bowl game, Fifty Thousand Dollars (\$50,000.00).
- (g) Final Rankings -- For being ranked in the top five (5) in either of the final Associated Press or USA Today/ESPN Coaches polls after the BCS Championship Game, One Hundred Thousand Dollars (\$100,000.00).
- (h) Southeastern Conference Coach of the Year -- For being named Southeastern Conference Coach of the Year by the Associated Press or Southeastern Conference coaches, One Hundred Thousand Dollars (\$100,000.00). Coach can receive a maximum of One Hundred Thousand Dollars (\$100,000.00) for such awards.



- (i) National Coach of the Year -- For being named National Coach of the Year by the American Football Coaches Association, Associated Press, Walter Camp or Home Depot or if Coach wins the Bryant Award, One Hundred Thousand Dollars (\$100,000.00). Coach can receive a maximum of One Hundred Thousand Dollars (\$100,000.00) for such awards.
- (j) Winning National Championship -- For winning the National Championship, as determined by the Bowl Championship Series ("BCS"), Five Hundred Thousand Dollars (\$500,000.00).
- (k) Other Payments -- All payments earned under Paragraphs 5(a) through (j) will be paid to Coach no later than January 15, following completion of the football season in which the bonus is earned.
- (l) Discretionary Bonuses -- In addition to the performance-based bonuses that Coach is specifically eligible to receive under this Agreement, Coach will also be eligible for other performance-based bonuses to be awarded at University's discretion. The bonuses described above have no effect on Coach's eligibility for the performance-based bonuses set forth in University's standard bonus policy.
- (m) Bonuses Cumulative -- With the exception of the bonuses in Section 5(b), all of the performance-based bonuses in Paragraph 5 are cumulative in nature. It is agreed and understood that Coach may earn more than one (1) bonus payment under Paragraph 5 during a given season.

6. AUTOMOBILE ALLOWANCE: Auburn will furnish Coach with the use of two (2) new automobiles, which may be dealer cars. Auburn will also pay for gas, service, maintenance, and insurance on the vehicles.
7. COACHING STAFF: Subject to the prior express written approval of the Director of Athletics, which will not be unreasonably withheld, and in accordance with University policy and rules, Coach shall have primary responsibility to select, employ, and terminate his staff. Notwithstanding the foregoing, should Coach desire to employ as an assistant coach a person who is related to Coach by blood or marriage or is a member of Coach's immediate family, then the President of the University, rather than the Coach, shall be responsible, after receiving a recommendation from Coach and the Director of Athletics, for the selection, employment, and termination of that person, as well as the terms of that person's employment contract. No person shall be announced or employed as an assistant football coach until a favorable clearance from the NCAA and SEC has first been obtained by the Athletics Director or someone acting at his direction and the terms of such coach's employment have been approved by the Athletics Director. Coach shall not personally supplement, directly or indirectly, the salary or compensation of any such assistant coach or other University employee without the prior express written approval of the Athletics Director and shall not permit, encourage, or condone the soliciting or accepting by any such assistant coach of gifts of cash or of substantial value or accepting hospitality other than reasonable social hospitality from any person, including without limitation, a person who is a

“representative of athletics interests of the University” as that term is defined in governing athletics.

8. BEST EFFORTS: Coach will at all times promote the welfare of the University and its intercollegiate athletic program to the best of his ability.
9. WORK SCHEDULE: Time demands in the coaching profession are unique, largely on a seasonal basis, and require coaches to work beyond the normal 40-hour work week. Coaches are given the flexibility to establish their own work schedule reflecting seasonal demands and success goals for the program. However, coaches are expected to be reasonably available to meet with student-athletes, staff, alumni, media, and friends of the University. For the reasons set forth in this paragraph, Coach acknowledges that he will not accrue annual leave but will have all other leave benefits normally provided to University employees.
10. TRAVEL EXPENSES: University agrees to provide or reimburse Coach for travel expenses in condition with University activities and in accordance with University policy. Coach agrees to be personally responsible for expenses which are not in accordance with University policy. Coach agrees that if for any reason he does not remit amounts for such non-University related travel expenses to the Director of Athletics or his designee within thirty (30) days from the date such expenses were incurred, University shall be entitled to collect remittance through payroll deduction without advance notice to Coach. Coach is encouraged to seek prior approval before incurring any questionable expense.

11. PROSPECTIVE EMPLOYMENT: Unless notice has been given to Coach by the University of his termination, neither Coach nor his representatives shall under any circumstances discuss or negotiate directly or indirectly his prospective employment with any other institution of higher learning or professional athletic team without first providing notice to the Director of Athletics and receiving the express permission of the University which shall not be unreasonably withheld.
12. COOPERATION: Coach recognizes the University serves as an institution of higher learning and shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student athletes and shall use his personal best efforts to encourage and promote those efforts. In that respect, Coach recognizes that a goal of the University is that every student-athlete obtain an undergraduate degree and agrees to fully support the attainment of that goal.
13. COMPLIANCE WITH POLICIES, RULES AND REGULATIONS:
- (a) Coach will faithfully perform the duties and obligations of the position of Head Football Coach to the best of his ability, and Coach will conform to the policies, rules, and regulations of University, its Department of Intercollegiate Athletics, and to the rules and regulations of the SEC and the NCAA.
- (b) Coach will at all times exercise due care to assure that all persons under his supervision or subject to his control or authority as listed in Exhibit A to this Agreement, shall abide by said rules and regulations. Coach understands that he is responsible for the actions of all persons under his supervision or subject to his



control or authority and further that he is responsible for monitoring the conduct of those persons under his supervision or subject to his control or authority, and he shall further observe and respect the principles of institutional control of every aspect of the athletic programs of Auburn.

(c) Without limiting the foregoing, Coach acknowledges and agrees that he ultimately reports to the Athletics Director, through the Athletics Director's designee and unless expressly provided to the contrary therein, that those duties, obligations, policies, rules, and regulations include the obligation to respect the administrative line of authority.

(d) In the event an investigation is instituted by Auburn, the SEC or the NCAA into alleged major rules violations or significant or repetitive violations involving Coach and/or the football program, during the pendency of the investigation, University shall have the right, after written notice to Coach, to suspend payment of any amount owed to Coach under Paragraph 15 or Paragraph 16. If, at the conclusion of any such investigation, it is determined by University and the NCAA that no major rules violations occurred in connection with the football program, any payments due to Coach under Paragraph 15 and Paragraph 16 but previously suspended will be paid by University within thirty (30) days with interest at a rate equal to the Auburn University Cash Pool Earnings Rate.

(e) Pursuant to NCAA Bylaw 11.2.1, it is agreed that Coach may be suspended for a period of time without pay, or his employment may be terminated if University, the SEC, or the NCAA concludes or has reasonable basis to believe,

after providing Coach notice (including being made aware of the allegations at issue) and an opportunity to be heard, that he or any person under his supervision or subject to his control or authority (as listed in Exhibit A to this Agreement) is involved in significant or repetitive violations of NCAA regulations.

(f) Coach also agrees that he may be suspended without pay or terminated if University, the conference(s) to which Coach's previous institutions belong or the NCAA concludes or has reasonable basis to believe, after notice to Coach (including being made aware of the allegations at issue) and an opportunity to be heard, that Coach was involved in significant or repetitive violations of NCAA regulations during previous employment at another institution.

14. PERSONAL CONDUCT: University shall have the right to terminate the Agreement in the event it concludes that Coach has engaged in personal conduct that is unreasonably contrary to the positive image and conduct Auburn expects from its Head Football Coach. Examples of such conduct would include, but not be limited to, charges or conviction of criminal conduct (except minor traffic offenses), personal conduct of a nature that puts Coach and University in an unreasonably negative light or other conduct that is inconsistent with conduct generally expected of representatives of University. University retains the reasonable discretion to determine, after notice to Coach (including being made aware of the allegations at issue) and an opportunity to be heard, whether any conduct by Coach falls within the scope of the personal conduct paragraph. Coach acknowledges and agrees that in the event University decides to terminate Coach pursuant to the personal conduct paragraph, Coach will be entitled to

receive no further payment from University of any sort except for those payments that Coach had (1) fully earned under Paragraphs 3, 5, 15 or 16 prior to the event(s) or conduct underlying the University's decision to terminate Coach under Paragraph 14, and (2) not yet received from University at the time of his termination.

15. ASSIGNMENT OF PERSONAL ENDORSEMENT RIGHTS: Coach hereby assigns to University any and all personal endorsement rights he possesses or might possess so long as this Agreement is in effect. This assignment of personal endorsement rights by Coach to University includes any and all endorsement rights of any nature which Coach possesses or might possess while he is University Head Football Coach, and the assignment includes, but is not limited to, any rights to enter shoe contracts and apparel contracts, as well as any other type of endorsement.

As part of this assignment of personal endorsement rights, Coach hereby assigns any rights he has to author, co-author, publish, or contribute in any fashion to the creation of any book, magazine, program or other publication, videotape, internet website, or publication or broadcast to University. Said assignment will be effective at all times while Coach is Head Football Coach at University. The assignment includes materials such as highlight videotapes or publications which feature a particular game, season, player, etc. but does not include instructional-type videos or publications by Coach unless Coach used footage or photographs of University football games or practices in such videos or publications. Coach may use video footage and photographs of University

football games or practices in such manner only with the express written permission of University. Coach further agrees that as part of this Agreement, he acquires no rights to use of the University logo, University team nicknames, University emblems, films or videotapes of any game or practice involving the University football team, or any trademark associated with University or its athletic program. Coach acknowledges and agrees that such logos, nicknames, emblems, films, videotapes, or trademarks are the exclusive property of University and that he has no right to use any of these but agrees to use or display the same in accordance with the wishes of University in the performance of any activities pursuant to this Assignment of Personal Endorsement Rights or the Radio, Internet and Television Rights and Programs and Personal Appearances paragraph set forth below. Coach also acknowledges and agrees that restrictions and limitations upon him in this paragraph will remain in force after the termination of this Agreement.

In exchange for the complete assignment of any and all personal endorsement rights by Coach, and the other terms and conditions set forth in this Paragraph, University will pay Coach a sum equal to Seven Hundred Thousand Dollars (\$700,000.00) per year for each year during the Term of this Agreement. Coach acknowledges and agrees that University has the right to assign (and has, upon execution of the Agreement, automatically assigned) Coach's personal endorsement rights to a third party multimedia rights holder, which in turn will act as Coach's agent with respect to any and all endorsement opportunities. In exchange for the aforesaid payment, Coach shall cooperate fully with the



reasonable requests of the University and the multimedia rights holder to which Coach's personal endorsement rights are assigned by University. The amount stated above will be paid to Coach in twelve (12) equal installment payments each year of the term commencing January 1, 2009, less any withholdings required by state or federal law, to be paid at the end of each month.

16. RADIO, INTERNET, AND TELEVISION RIGHTS AND PROGRAM AND PERSONAL APPEARANCES: University shall own, and Coach hereby assigns as part of this Agreement, any and all rights to radio, television, internet or other multi-media platforms that are broadcast, rebroadcast or otherwise disseminated to the public, in any medium, in which Coach serves as a participant (hereinafter referred to collectively as "Programs"). University shall be entitled, at its option, to produce and market Programs or negotiate with third parties for the production and marketing of Programs. University shall be entitled to retain all revenue from Program Sponsors for commercial endorsements used during the Programs. "Program Sponsors" are defined as those persons or entities who make financial contributions to or pay a fee for commercial endorsements used on Programs.

Coach agrees to appear on, and work to make successful, Programs or segments to be aired during the football season. Coach agrees that, at a minimum, he will appear as principal participant and assist in the production of a minimum of the following Programs: twelve (12) half-hour football coach's television shows to be aired during University's football season; a minimum of twelve (12) one (1) hour football coach's radio call-in shows during University's football

season and during spring football; fourteen (14) mid-week Coach's call-in shows at locations to be determined by University; a sixty (60) second half-time interview during each football game; fourteen (14) taped interview segments recorded mid-week to be aired during the weekly football preview show; one (1) sixty (60) minute post-game interview television show for each football game played during University's football season; one (1) fifteen (15) minute pre-game radio show; and one (1) fifteen (15) minute post-game radio show per game during University's football season. All references to "University's football season" shall include pre-season, regular season, and post-season games and promotion. Coach and University agree that any of the aforementioned show formats are subject to change by mutual agreement between the University (in consultation with the Coach) and the University's multimedia rights holder.

Each year, if requested and the schedule is mutually agreeable, Coach will make no less than the number of personal appearances specified below to assist University and/or the multimedia rights holder in the marketing of projects described above or in the maintenance of positive constituent relations as follows: twelve (12) appearances at Program Sponsorship Functions; and twelve (12) appearances at Fundraising/ Tigers Unlimited Functions.

Without limitation of the above, University and/or the multimedia rights holder may use Coach's services for the selling of commercial sponsorships through entertainment activities such as golf tournaments, dinners, receptions, personal appearances such as speeches, radio stations, sponsors, and the like, and Coach agrees to participate in such events as reasonably requested by University

and/or the multimedia rights holder. Coach agrees to require assistant coaches to appear in or participate in preview, pre-game and post-game Programs (as defined above), as reasonably requested by the University's multimedia rights holder. Coach and University agree to use his/its best efforts to schedule such appearances at times that are mutually convenient to Coach and University and/or the multimedia rights holder. University shall reimburse Coach for all necessary out-of-pocket expenses incurred in making such personal appearances. Coach shall not appear in any competing Program during the sport season (including any post-season competition) without the prior written approval of University, except in routine news media interviews for which no compensation is received. Likewise, Coach shall not appear in any commercial endorsements which are broadcast on radio, television, internet or other multi-media platforms or in printed material (commercial or news-based) during the sport season which competes with any of the Program Sponsors. The reasonable efforts required of Coach under this Paragraph shall be that due diligence and personal time customarily exerted by head coaches in the promotion and production of similar radio, television, internet or other multi-media platforms at other institutions of higher education with major programs.

In exchange for Coach's covenants, obligations, and assignments in this Paragraph, University will pay Coach a sum equal to Seven Hundred Thousand (\$700,000.00) per year for each year during the Term of this Agreement. The annualized amounts specified above will be paid to Coach in twelve (12) equal

installment payments during each year of the Term, less any withholdings required by state or federal law, commencing January 1, 2009.

17. ADDITIONAL INCOME: To the extent permitted by law and not inconsistent with existing or future University commitments, Coach's right to earn additional compensation shall be governed under the following arrangements:

- (a) Camps -- Coach may conduct sport camp(s) in accordance with University, SEC, and NCAA policies and receive any compensation therefrom; and Coach will be permitted to use athletic facilities at the University at the established University rental rate.
- (b) Speaking Engagements -- Coach shall be allowed to retain any income received from speaking engagements which have not been requested by Auburn or such third party then holding Coach's endorsement rights. Coach acknowledges and agrees that prior to accepting any speaking engagement, he must notify Auburn of the speaking engagement and obtain its approval. Auburn reserves the right to refuse to provide approval at its discretion but will not unreasonably withhold such approval.
- (c) Equipment and Apparel Endorsements -- Coach shall not have the right to participate in and allow his name to be used in connection with athletic equipment and/or



commercial activity wherein Coach will receive remuneration for such activity or endorsements. Any endorsements for products worn by team members or used by teams must have the approval of the Athletics Director, as the University reserves the exclusive right to designate products worn by team members.

- (d) Compliance with Rules and Policies -- All contracts and/or compensation entered into and/or received by Coach will comply with applicable policies established by the University and its Department of Intercollegiate Athletics and with the rules and regulations of the NCAA and the SEC, shall be first approved by the Athletics Director, and shall not be inconsistent with existing University contracts and/or commitments.

18. TERMINATION OF EMPLOYMENT BY AUBURN UNIVERSITY:

- (a) For Cause: Should the University elect to terminate Coach's employment prior to the end of this Agreement for cause as defined in paragraphs 8, 12, 13, 14 or 17 above, then University owes no further payment of funds or other benefit to Coach under this Agreement and will be deemed to have fully satisfied its obligations to Coach except for payments (1) fully earned by Coach under Paragraphs 3, 5, 15 or 16 prior to the event(s) or conduct underlying the

University's decision to terminate him for cause, and (2) not yet received from University at the time of his termination.

(b) Without Cause: Should the University elect to terminate Coach's employment prior to the end of this Agreement for any reason other than those reasons permitting termination pursuant to paragraphs 8, 12, 13, 14 or 17 above, then University will pay to Coach any and all annual base salary (\$500,000 per year) which Coach would have received from the date of such termination to the expiration of the Agreement ("Buy-Out Amount"). The Buy-Out Amount shall be paid in equal monthly installments over the remaining duration of the Agreement, beginning the month after Coach's termination. In the event Coach obtains other employment after his termination or receives income from any other source (such as for work as an announcer or analyst, consultant, independent contractor, speaking engagement fees, income from writing a book, or appearance fees), the amount earned or received by Coach will be subtracted from the amount Auburn owes Coach under this Paragraph. Coach acknowledges that he is required to use reasonable efforts to obtain other employment and/or income from third parties, and he is required to provide immediate written notice to the University Athletics Director of such earnings or income, whether such earnings or income are received prior to December 31, 2013 or deferred for later payment.

(c) Death or Resignation: If, during the term of this Agreement, Coach dies or resigns his employment, no further compensation or benefits shall be due Coach under this Agreement. Payment of the Buy-Out Amounts by University under this Paragraph will satisfy fully and discharge completely any and all

obligations which University has to Coach under this Agreement, including, but not limited to, payments that have been earned or accrued but not yet paid.

19. TERMINATION OF CONTRACT OF EMPLOYMENT BY COACH: Should

Coach elect to terminate this Agreement prior to the end of the Term of this Agreement for any reason, unless the termination is due to Coach's disability or illness that prevents him from fulfilling his duties as Head Football Coach, then Coach will be liable to University for the repayment of previously paid compensation in an amount equal to the total base salary (\$500,000 per year) that would be paid to Coach had he completed the remaining Term of this Agreement ("Salary Repayment"). In the event Coach terminates the Agreement under the provisions of this Paragraph, Coach or his designee will pay the Coach's Salary Repayment in two (2) equal payments, the first of which shall be due thirty (30) days from the date Coach terminates this Agreement under the provisions of this Paragraph, and the second of which shall be due on the anniversary of such termination date. With the exception of the obligations contained in Paragraphs 20 (Waiver of Claims) and 21 (Ownership of Records) of the Agreement, which shall survive the termination of the Agreement, payment of the Coach's Salary Repayment by Coach or his designee will satisfy fully and discharge completely any and all obligations Coach has to Auburn under this Agreement.

20. WAIVER OF CLAIMS: In the event of termination of Coach's employment and with the exception of amounts owed for either the University's Buy-Out Amount or Coach's Salary Repayment, neither University nor Coach shall be entitled to receive, and each hereby waives any claim against the other, and their

respective trustees, officers, administrators, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of speech, camp or other outside activity fees, or expectation income, or by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by University or Coach of information or documents required by law. Coach acknowledges that in the event of termination of this Agreement he shall have no right to occupy the position of Head Football Coach and that his sole remedies are provided herein and shall not extend to injunctive relief. Coach acknowledges that he has no expectation of tenure. Coach acknowledges that as part of this Agreement, he forfeits all rights he might have to file a grievance under University policy related in any way to his termination, and University acknowledges that it will not assert in subsequent proceedings that Coach's forfeiture of these rights results in his failure to exhaust any administrative remedies.

In no event, unless otherwise expressly provided herein, is Coach, after termination of employment, entitled to any other benefits or privileges, including, but not limited to, parking, tickets, or access to athletic events which otherwise are or may be available to Coach while employed or after employment.

21. OWNERSHIP OF RECORDS: All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Coach by



University or developed by Coach on behalf of or at the expense of University or otherwise in connection with the employment of Coach are and shall remain the sole and confidential property of the University. Notwithstanding the foregoing, the University will permit Coach, at his own expense, to copy and retain practice, drill or game film and/or any practice or game scripts, schedules and/or playbooks. Except as set forth herein, within the ten (10) days of the expiration or termination of this Agreement, Coach shall cause any such materials in his possession or control to be delivered to the University. At the same time Coach shall return to the University all credit cards or keys issued to him by the University. Documents and records related to camps conducted by Coach are and shall remain the sole and confidential property of Coach. However, Coach agrees to make those records available to Auburn for audit, review, and copying upon request. Coach acknowledges and agrees that his rights under Paragraph 21 are subject to the restrictions contained in Paragraph 15 and further that his use of any materials listed above in Paragraph 21 will be limited to personal, non-commercial purposes.

22. PHYSICAL OR MENTAL DISABILITY/INABILITY TO PERFORM: In the event of Coach's physical or mental disability or inability to perform his duties under this Agreement for a period of time which would cause a substantial adverse impact on University's intercollegiate athletic programs, University will pay to Coach a sum equal to sixty percent (60%) of his annual base salary for the remainder of this Agreement, and upon such payment, his employment will be terminated without further obligation of either party, but Coach will continue to

have the right to receive any benefits to which he is entitled because of his prior employment by University. This paragraph is not intended to confer any death benefit, nor shall it be applied in any manner which violates applicable law concerning handicaps or disability. Determination of such disability or inability shall be made by University in accordance with applicable law and University policies and procedures after due notice to Coach and after reasonable opportunity for hearing by or on behalf of Coach.

23. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties hereto, and there are no collateral oral or written Agreements or understandings. This Agreement supersedes any prior oral or written Agreement or understanding between parties. Coach acknowledges and agrees that he has not relied on any representation of Auburn or its representatives in entering the contract, and he had the opportunity to consult with legal counsel of their choice before executing this Agreement.
24. ACCEPTANCE OF EMPLOYMENT: Coach hereby accepts employment by University as Head Football Coach on the terms and conditions herein contained.
25. PREVIOUS CONTRACTS: Coach hereby warrants and represents that there are no binding contracts between Coach and any third party that would entitle the third party to approve any provision or all of this Agreement prior to its execution or to participate in or receive any proceeds to be paid to Coach pursuant to this Agreement. Coach further agrees and acknowledges that in the event any

claim or legal action or administrative action is instituted against University by any third party wherein it is alleged, among other things, that Coach, in fact, is bound by such contract, Coach will indemnify and hold harmless University from any award, judgment, or settlement received by the party asserting the claim or bringing the administrative action or legal action. As part of this Agreement to indemnify and hold harmless, Coach acknowledges and agrees that he will be responsible for payment of any legal fees and related expenses incurred by University as a result of any such claim, administrative action, or legal action.

26. REPAYMENT OF BUYOUT FROM PREVIOUS EMPLOYMENT:

Coach acknowledges that Auburn loaned him Seven Hundred Fifty Thousand Dollars (\$750,000.00) to satisfy the buyout provision of his contract with his previous employer. During the course of this contract, this debt will be forgiven in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for each contract year completed under this Agreement such that the debt will be forgiven entirely. If Auburn terminates Coach for cause prior to December 31, 2013, or if Coach terminates his employment with the University for any reason other than his disability or death prior to December 31, 2013, Coach will be responsible for paying University the balance remaining on this loan, with the amount owed for a partial year being determined on a pro rata basis (i.e., \$12,500 per month). The remaining balance will be paid as follows: 50% within thirty (30) days of termination for cause by Auburn or termination by Coach; and 50% within one (1) year of termination for cause by Auburn or termination by Coach. Coach acknowledges that University also has the discretion to reduce the payments owed

to Coach in Paragraph 18 in whole or in part as part of the repayment of this loan.

If Auburn terminates Coach without cause prior to December 31, 2013, the balance remaining on the loan will be forgiven by Auburn.

27. MISCELLANEOUS:

(a) Choice of Law -- This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama (without regard to any conflict of laws provisions). Coach consents to the jurisdiction of any court of the State of Alabama and any federal courts in Alabama, waiving any claim or defense that such forum is not convenient or proper. Coach agrees that any such court shall have in personam jurisdiction over Coach and consents to service of process in any manner authorized by Alabama law. By entering into this Agreement, University does not waive any legal defenses or protections available to it, including, but not limited to, sovereign immunity.

(b) Headings -- The paragraph headings of this Agreement are for convenience only and are in no way intended to affect the meaning or interpretation of any provision of this Agreement

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




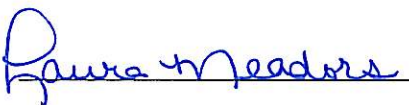
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
11 day of June, 2009.

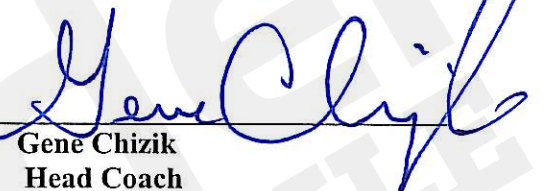
WITNESS:

AUBURN UNIVERSITY,  
a corporation

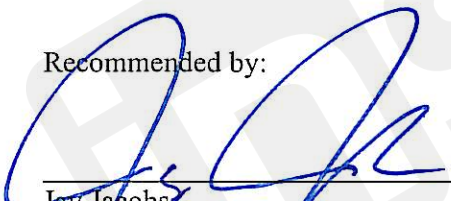
\_\_\_\_\_ TO

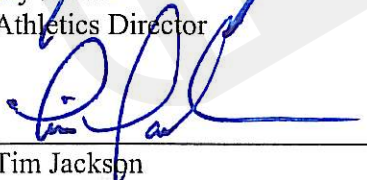
BY   
**Dr. G. Jay Gogue**  
President

 TO

  
**Gene Chizik**  
Head Coach  
Football

Recommended by:

  
**Jay Jacobs**  
Athletics Director

  
**Tim Jackson**  
Administrator for Football

## EXHIBIT A

### Football

All Assistant Coaches, Assistant Head Coaches and Offensive/Defensive Coordinators  
All Graduate Assistant Coaches  
All Video Staff  
Director of Football Relations and his staff/assistants  
Player Personnel Director  
Director of Player Development  
Quality Control Personnel  
Head Coach's Executive Assistant and all other office personnel  
Equipment Managers and Student Equipment Managers

### On Campus Recruiting

On Campus Recruiting Coordinator and all members (full-time and part-time) of his/her staff including but not limited to Administrative Support personnel  
Tigerettes and Tiger Reps

### Medical & Training

Director of Athletic Training and his/her staff including but not limited to Supervisor and other Athletic Trainers

### Team Chaplain

Team Chaplain and his/her staff  
Any assistant or associate team chaplain

### General

Any employee or student-athlete of Auburn University or representative of Auburn University's athletic interests who is instructed or requested by Coach or a member of the football staff (as identified above) to engage in conduct deemed by University, the SEC or NCAA to be a major rules violation or significant or repetitive violations of NCAA or SEC rules and regulations.

Coach agrees that in the event the title of any of the positions listed above changes during the Term of this Agreement, or if any new positions are added that would fall under the categories listed above, Coach will be responsible for the positions whose title changes and the new positions added to the same extent he is responsible for the positions and employees listed above.

June 11, 2009  
  
  
