

AMENDED AND RESTATED EMPLOYMENT CONTRACT

This Amended and Restated Employment Contract (this "Contract") is entered by and between The Pennsylvania State University, organized and existing under the laws of the Commonwealth of Pennsylvania and located in University Park, Pennsylvania (hereinafter "Penn State" or the "University") and William O'Brien, residing in Boalsburg, Pennsylvania (hereinafter "Coach").

WHEREAS, the University and Coach previously entered into an Employment Contract dated January 6, 2012, as amended by an addendum also dated January 6, 2012 (collectively, the "Prior Contract"), pursuant to which the University agreed to employ Coach as its Head Football Coach and Coach agreed to perform the duties and responsibilities set forth therein, on the terms and conditions set forth in the Prior Contract; and,

WHEREAS, the University and Coach wish to amend and restate the Prior Contract as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which consideration is hereby acknowledged, and intending to be legally bound, the University and Coach hereby agree as follows:

1. EMPLOYMENT.

The University hereby agrees to employ Coach pursuant to this Contract as its Head Football Coach on the terms and conditions herein set forth. Coach will report to the Director of Intercollegiate Athletics (hereinafter the "Athletics Director") and will be responsible for the coaching, leadership, recruiting, supervision and promotion of the intercollegiate football program at Penn State (the "Football Program") during the term of this Contract and any extensions hereof, providing leadership in building and maintaining a competitive, quality program which will reflect the values and high standards of Penn State. Coach hereby agrees to accept such employment and to devote his attention and best efforts, on a full-time basis, to the performance of his duties hereunder, which duties shall include the following, subject to the directives, orders, input and advice of his superiors:

- a. Administering, managing and leading the Football Program in such a manner as to reflect positively on the image and reputation of Penn State at all times, in accordance with the University's mission and in accordance with the Code of Conduct for Intercollegiate Athletics (as amended from time to time, the "Code of Conduct"), a copy of which has been provided to and acknowledged by Coach.
- b. Administering, managing and leading the Football Program in such a manner as to allow its football team to effectively compete in National Collegiate Athletic Association ("NCAA") and Big Ten Conference ("Conference") play.
- c. Hiring and managing the assistant coaches necessary and appropriate to assist Coach in meeting his responsibilities hereunder.

- d. Being knowledgeable of, and assuring and monitoring compliance by all student-athletes and assistant coaches in the Football Program with, applicable governing constitutions, by-laws, rules, policies, interpretations and regulations of the NCAA, the University and the Conference or any other conference or organization of which the University is or becomes a member during the term of this Contract. Coach shall immediately advise the Athletics Department's Office of Compliance if Coach has reason to believe that violations have occurred or will occur and shall cooperate fully in any investigation of possible NCAA or Conference violations conducted or authorized by Penn State, the NCAA or the Conference at any time.
- e. Directing the University's intercollegiate athletic activities in football, including management of staff, budget and other resources.
- f. Understanding, observing, upholding and championing Penn State's academic standards, requirements and policies; and promoting an environment in which admissions, financial aid, academic services for student athletes and recruiting can be conducted consistently with the University's mission and the Code of Conduct.
- g. Maintaining and cultivating effective relations with governing boards, associations, conferences, committees, institutional alumni, the media, the public, students, faculty, staff and friends of the University with respect to the Football Program.
- h. Teaching the mechanics and techniques of football to team members, coaching student-athletes, overseeing daily practices, analyzing and instructing student-athletes in areas of deficiency.
- i. Performing all other duties customarily performed by a Head Football Coach of commensurate rank serving other NCAA and Conference member institutions.
- j. Performing other duties as reasonably assigned by the Athletics Director and/or his designee.

2. TERM.

Coach's employment hereunder shall be for a term beginning on January 6, 2012, and shall continue through January 6, 2017 or until any post-season game(s) is over, unless terminated earlier pursuant to the terms and provisions hereof.

3. EXTENSION.

On or about January 6, 2016, the University will begin reviewing Coach's performance and by mutual agreement, the parties can extend the term of this Contract for an additional term of one, two or three years on the terms and conditions set forth herein.

4. COMPENSATION.

- a. The University agrees to pay to Coach as compensation for the services performed by Coach pursuant hereto, a base salary ("Base Salary") per contract year ending June 30 (a "Contract Year"), which will be subject to such withholdings as may be required by applicable local, state and federal laws, as set forth below:
- (i) For the portion of the Contract Year commencing on January 6, 2012 and ending June 30, 2012, and for the Contract Year commencing on July 1, 2012, a Base Salary (prorated in the case of any partial year) of \$950,000;
 - (ii) For the Contract Year commencing on July 1, 2013, a Base Salary of \$1,932,779;
 - (iii) For the Contract Year commencing July 1, 2014, a Base Salary of \$1,137,096;
 - (iv) For the Contract Year commencing July 1, 2015 and for each Contract Year thereafter during the term of this Contract, a Base Salary of \$1,650,994; and
 - (v) For the Contract Year commencing July 1, 2016 and for each successive Contract Year thereafter for the duration of the term of this Contract, Coach shall receive base salary increases in the amount of five percent (5%) of his Base Salary.

Except as set forth below, Base Salary payments shall be paid to Coach in equal monthly installments, and shall be reduced by withholding and other applicable taxes and retirement contributions. With respect only to the Contract Year commencing July 1, 2013, the University shall pay in a lump sum the full amount of the increase in Base Salary (\$935,279), reduced by withholding and other applicable taxes and retirement contributions. Such payment shall be made within three (3) days after execution and delivery of this Contract by the University and Coach.

- b. The University shall contribute, at its normal contribution rate, to the TIAA-CREF Retirement System, subject to applicable contribution limitations of the Internal Revenue Code and University policy.
- c. Coach shall conduct a reasonable number of summer sport camps at the University Park campus each year in consultation with the Athletics Director, which shall be administered in accordance with summer sport camp policies implemented by the Department of Intercollegiate Athletics, as the same may be modified from time to time during the term of this Contract. Such camps may not run simultaneously. Coach shall not own, operate or participate in competing summer sport camps within Pennsylvania without the prior written consent of the Athletics Director. Use of the University's name, logo and marks by Coach in

connection with summer sport camps shall be subject to prior written approval of the Athletics Director.

- d. University shall pay or arrange for others to pay to Coach as additional compensation the amount of \$1,000,000 during each Contract Year through June 30, 2017, commencing in the Contract Year beginning July 1, 2012 and payable in two equal installments on December 31 and June 30, if, and only if, Coach participates, at the direction of the Athletics Director in (1) University-sponsored radio and television programs relating to the football program and (2) a reasonable number of public appearances. Although payment under this Section 4(d) will be provided to Coach in two installments as set forth above, Coach shall be deemed to earn a pro rata amount of the annual payment on a weekly basis during the Contract Year, and Coach shall be entitled to any amount earned, but unpaid, upon termination of his employment for any reason. The Athletics Director shall provide Coach with the opportunities necessary for Coach to earn the compensation payable pursuant to this Section 4(d).
- e. For each Contract Year beginning July 1, 2012 and continuing through January 6, 2017 or the day after the bowl game in which Penn State participates if after January 6, 2017, the University shall pay to Coach as additional compensation the amount of \$350,000 from the proceeds of a shoe and apparel contract between the University and Nike, Inc. (the "NIKE Contract"). The University shall pay the above amount as additional compensation in two equal installments of \$175,000 on December 31 and June 30. Although payment under this paragraph 4(e) will be provided to Coach in two installments as set forth above, Coach shall be deemed to earn a pro-rata amount of the annual payment on a weekly basis during the Contract Year, and Coach shall be entitled to any amount earned but unpaid, upon termination of his employment for any reason. Coach is required to make no more than five (5) personal appearances per Contract Year on behalf of Nike as required under the current Nike Contract, which appearances may include, but not be limited to, photo shoots for posters, brochures or in-store displays, production sessions related to filming commercials and/or video productions and/or advertising, retail store appearances, trade shows, speaking engagements, appearances at sports clinics, celebrity events and other public appearances. The parties may mutually agree on additional appearances as may be requested by Nike.
- f. It is understood and agreed that Coach shall not receive additional compensation for public speaking engagements required by the Athletics Director, but that with the appropriate written consent as provided in Section 5 hereof, which consent shall not be unreasonably withheld, Coach shall have the right to earn supplemental income from other speaking engagements.
- g. Coach shall have the same rights and privileges as any other employee to participate in the employee benefit plans of University, including without limiting the generality of the foregoing, the option of a vehicle through the Dealer Car Program or an automobile stipend in the amount of \$5,000 per year, and health,

dental and vision coverage. The University agrees to provide insurance for the vehicle which Coach obtains through the Dealer Car Program. Only Coach and Coach's spouse shall be authorized drivers of said vehicle. Upon termination of this Contract for any reason, Coach shall immediately return the vehicle(s) to the University. In addition, the University will purchase and deliver to Coach a van, retrofitted to accommodate a special needs passenger. The van will be titled in the name of Coach or his designee. The cost of the van is additional compensation to Coach and will be taxable to Coach, with any federal, state and local withholding taxes to be deducted from Coach's pay in three equal monthly installments commencing with the first paycheck following delivery of the van. All operating, maintenance and other expenses with respect to the van, including insurance, shall be the responsibility of Coach.

- h. The University shall reimburse Coach for all reasonable relocation expenses in accordance with University policy.
- i. All cash payments made to Coach other than base salary, if applicable, pursuant to this Section 4 shall be subject to withholding and other applicable taxes, but not retirement contributions.
- j. Subject to the limitation below, Coach may fly by private aircraft when he is making recruiting visits and for other, mutually agreed upon, University business. When such recruiting visits or University business are more than a two hour flight from State College, the University will charter a private jet aircraft. Coach's use of such private aircraft for recruiting and other mutually agreed upon University business use shall not exceed eighty five (85) hours (in air and "dead time" inclusive) during each calendar year during the term of this Contract. "Dead time" hours will only count against such limit if University is charged for such "dead time" hours. Not more than thirty five (35) hours per calendar year may be for Coach's personal use. Any such personal use of the aircraft shall be considered additional compensation, which shall be taxable and subject to all applicable federal, state and local withholding. Coach's right to the use of the University's aircraft will be retroactive to January 1, 2013. Except as set forth herein, usage of the University's aircraft shall be in accordance with the University's policies and procedures.

5. OUTSIDE INCOME.

- a. Coach shall devote substantially all his business time, service and best efforts exclusively to the affairs of the University and shall not directly or indirectly render any substantial services of a business, commercial, professional or governmental nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Athletics Director, or without the prior written consent of the President of the University, where such consent is required by the NCAA, the Conference or University policy. Such consent shall not be unreasonably withheld.

- b. Subject to the University's prior written consent on a case by case basis for each endorsement, which consent shall not be unreasonably withheld, Coach shall have the opportunity to earn outside income from endorsements that in the University's judgment: (i) do not directly or indirectly conflict with the University's existing endorsement contracts; (ii) do not directly or indirectly conflict with any rules, regulations or policies of the NCAA, Conference or the University; (iii) do not directly or indirectly associate the University with the subject of Coach's endorsement; and (iv) do not reflect adversely on the good name and reputation of the University. Beginning with the effective date of this Contract, Coach shall disclose annually on or about June 30 to the Athletics Director, sources and amounts of athletically related benefits.

- c. During the term of this Contract, the University shall have the right, in its sole discretion, to use Coach's name and likeness in connection with promotion of the University, promotion of the University's intercollegiate athletics program and promotion of the Football Program. In addition, Coach hereby grants permission to the University for its use of Coach's name and likeness during the term of this Contract in connection with the University's endorsement contracts; provided however, that the University will not associate Coach's name and likeness with any person, thing or activity that in Coach's reasonable judgment may be deemed to be lewd, immoral, tasteless, lascivious, grotesque or otherwise offensive, including without limitation alcohol, tobacco, gambling, sex and firearms, without Coach's prior written consent. Except as otherwise provided in this Section, the University shall not use Coach's name and likeness for any other purpose.

6. ANNUAL PERFORMANCE INCENTIVES.

- a. In addition to the compensation in Section 4 hereof, the University agrees to pay to Coach in each year of this Contract the following performance incentives, not to exceed a maximum of \$200,000 cumulatively, based upon achievement of the following: winning the division (5% of Base Salary), winning the Conference Championship Game (8% of Base Salary), participation in a post-season bowl game (11% of Base Salary) and winning the BCS Championship Game (9% of Base Salary).¹ For purposes of calculating additional compensation under this Section with respect to the Contract Year commencing July 1, 2013, Coach's Base Salary shall be deemed to be \$1,450,000. For purposes of calculating additional compensation under this Section for any subsequent Contract Year, Coach's Base Salary shall be as set forth in Section 4(a) above.

- b. In the event that the University is not eligible to participate in the Conference Championship Game, a post season bowl game or the BCS Championship Game as a result of sanctions imposed by the NCAA, the University agrees to pay to

¹ Currently the BCS bowls are the Sugar Bowl, Orange Bowl, Rose Bowl, and Fiesta Bowl. The parties recognize that the BCS may be discontinued or revised, such that these four bowls may not continue to constitute BCS bowls. In such event, it is the intention of the parties to replace this bonus criterion with an equivalent bowl criterion.

Coach, as supplemental compensation an amount, not to exceed a maximum of \$200,000 cumulatively, that the University estimates that Coach might have earned had such sanctions not been imposed, taking into consideration the team's record, records of other teams in the Conference, estimated chances of success and other relevant factors.

- c. Any supplemental compensation payable under this Section will be subject to applicable local, state and federal withholding taxes and will be paid to Coach on or about June 30 of the respective Contract Year.
- d. The amount under this Section in each Contract Year will be earned by and payable to Coach only if Coach is employed as the University's Head Football Coach on the day of the event that is the basis for the University paying the amount.
- e. The University shall not be required to make contributions to the 403(b) plan or any other pension plan based on the amount of additional compensation payable pursuant to this Section 6. The University's obligation under this Section 6 shall terminate upon termination of this Contract for any reason or at the end of the term, except that University shall pay a pro rata amount of the additional compensation up to the date of termination.
- f. Coach agrees to refrain from any efforts to, and to waive his right to, enter into separate contracts for apparel, footwear, hats, uniforms or other items, coaches' radio or television shows, personal appearances or speaking engagements or product endorsements or any other contracts. Contracts for athletic equipment and apparel shall be either between the University and the vendor or a tripartite arrangement between the University, coach/support personnel and the vendor. The University must be a party to any Contracts entered into between Coach and/or support personnel and any vendors.
- g. Coach hereby agrees that Coach will promptly report to the Athletics Director and the President of the University in writing, annually or more frequently if requested by the University from time to time, all athletically related income and/or benefits Coach receives from sources outside the University during the term of this Contract and will turn such amounts over to the University unless the University has authorized such payment from such outside source. The University shall have reasonable access to all records of Coach necessary to verify such reports and Coach's compliance with this provision.

7. TERMINATION BY COACH

- a. Voluntary Resignation.
 - (i) Coach may terminate this Contract for any reason upon sixty (60) days written notice to the University. (Coach will be deemed to have terminated this Contract in the event Coach dies or Coach becomes disabled or incapacitated and is continuously unable to perform any or all

of his obligations under this contract for a period of at least six (6) months). If such termination (other than by reason of death, disability or incapacity or if Coach is not, within one year of the effective date of his resignation, employed by any third party as a football coach or in any other capacity relating to a professional or intercollegiate football program) occurs during the term of this Contract or any extension thereof, Coach will pay to the University as liquidated damages an amount equal to the product of (i) the amount payable to Coach pursuant to Sections 4(a), (d) and (e) hereof for the then current Contract Year multiplied by (ii) the number of years remaining under this Contract, including any extensions hereof, at the time of termination; provided, however, that if Coach terminates this Contract in order to take a head coaching position with any National Football League team, the amount payable by Coach pursuant to this Section shall be equal to the product of (i) the amount payable to Coach pursuant to Section 4(a) hereof for the then Current Contract Year multiplied by (ii) the number of years remaining under this Contract, including any extensions hereof, at the time of termination. In the case of partial years, the amount will be pro-rated by the number of months left in the partial year. This amount will be in lieu of any and all other legal remedies available to the University pursuant to this Section.

- (ii) Any payment due under this Section will be made within sixty (60) days of the later to occur of (A) the effective date of Coach's termination of the Contract and (B) the date on which Coach becomes employed by a third party as a football coach or in any other capacity relating to a professional or intercollegiate football program. The parties acknowledge that the University will incur administrative, recruiting, resettlement and other costs in obtaining a replacement coach in addition to potentially increased compensation costs and loss of ticket, broadcast or other revenues, which damages are impossible to determine with certainty and accordingly agree to this liquidated damages provision. The parties further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.
- (iii) In calculating the amount of liquidated damages under this Section, it will be assumed that Coach's per annum Base Salary and additional compensation on the date of termination would remain in effect for the remaining stated term of this Contract.
- (iv) In the event of termination by Coach under this Section, the University will be obligated to pay to Coach the annual performance incentives provided for in Section 6(a) earned to the date of such termination but will not be obligated to reimburse Coach for any expenses incurred by Coach prior to termination toward presentation of any summer camp.

- b. Termination by Coach for Good Reason. Coach may terminate this Contract on thirty (30) days written notice to the University in the event of a material breach

by the University of this Contract which is not cured within such thirty (30) day period. In such event, Coach shall receive compensation and other benefits as if this Contract had been terminated by the University without cause pursuant to Section 8(a) below.

8. TERMINATION BY THE UNIVERSITY.

a. Termination Without Cause.

- (i) The University shall have the right, in its sole discretion, to terminate this Contract at any time for any reason by giving sixty (60) days' prior written notice to Coach. In the event the University terminates the employment of Coach pursuant to this Section 8(a) for any reason other than cause, death or disability on or before January 6, 2017, the University shall pay to Coach as liquidated damages an amount equal to the product of (A) the amount payable to Coach pursuant to Sections 4(a), (d) and (e) hereof for the then current Contract Year multiplied by (B) the number of years remaining under this Contract, including any extensions hereof, at the time of termination. In addition to said payment, Coach shall receive any bonuses and other benefits earned, but unpaid, through the date of Coach's termination. The amount payable hereunder shall be paid within sixty (60) days of the date of notice of termination. If the University terminates this Contract pursuant to this Section and makes the applicable payment to Coach set forth above, the right to future compensation, additional compensation, bonuses and other benefits provided in this Contract shall cease immediately except as expressly provided herein and the University shall have no further obligation or liability to Coach under this Contract.
- (ii) In addition to the payment of liquidated damages as provided above in the event of a termination under this Section 8(a), the University will be obligated to pay to Coach the annual performance incentives provided for in Section 5 earned to the date of such termination and to reimburse Coach for reasonable, substantiated expenses incurred by Coach, if any, prior to termination toward presentation of the next summer camp. Other than outlined in this Section 8(a), the University shall have no other obligation to Coach. Specifically the University shall not be obligated to pay anything under Section 8 hereof nor annual incentives other than those earned at the date of termination or any other amounts whatsoever.
- (iii) The parties have bargained for this liquidated damages provision, giving consideration to the following. This is a contract for personal services. The parties recognize that a termination of this Contract by the University prior to its natural expiration would cause Coach to lose his salary, special compensation, supplemental compensation, fringe benefits, certain other University provided benefits, and possibly other income and benefits provided by third parties which damages are difficult to determine with certainty. Similarly, the parties recognize that Coach in the absence of this provision generally would have had a duty to obtain other employment in

mitigation of any damages sustained by virtue of the termination of this Contract.

- (iv) In the event of termination under this Paragraph 8(a), all fringe benefits furnished by the University will terminate on the date of termination of this Contract except for medical, dental and vision coverage which will terminate thirty (30) days thereafter, and the University will not be liable to Coach for any collateral business opportunities, personal service contracts, or other benefits associated with Coach's position as Head Football Coach. If Coach is eligible for and elects medical, dental and vision continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986, the University shall reimburse Coach for the cost of such coverage for up to 18 months from the effective date of termination.

- b. Termination for Cause. If the University shall terminate the employment of Coach for Cause (as hereinafter defined), the right to future compensation, additional compensation, bonuses and other benefits hereunder shall cease immediately and University shall have no further obligation or responsibility to Coach, other than to pay Coach any compensation, additional compensation, bonuses and other benefits earned, but unpaid, through the date of Coach's termination.
 - (i) Cause. The University may terminate this Contract for Cause. Cause" as used in this Contract includes, but is not limited to the following:
 - a. Deliberate and serious violations of the duties of the Head Football Coach which are outlined above, or refusal or unwillingness to perform such duties or comply with directions of the President or Athletics Director in good faith and to the best of Coach's abilities;
 - b. Material breach or violations by Coach of any of the other terms and conditions of this Contract;
 - c. Willful misconduct by Coach;
 - d. A deliberate or serious violation of a rule of the NCAA or the Big Ten Conference by Coach or any employee under Coach's supervision or direction which could result in any sanction being imposed upon the University, including being placed on probation by the NCAA, a finding of a lack of institutional control, loss of grants-in-aid, loss of post-season play, or loss of revenue;
 - e. Multiple secondary violations of the rules of the NCAA or Big Ten Conference in or related to the Football Program which could result in any sanction being imposed upon the University, including being placed on probation or in a finding of a lack of

institutional control, loss of grants-in-aid, loss of post-season play, or loss of revenue;

- f. A violation of any policy of the University involving dishonesty, moral turpitude, or conflict of interest, or conviction of any law involving dishonesty, moral turpitude, or conflict of interest, or any other personal conduct that impairs Coach's ability to fulfill his assigned duties or reflects adversely on Coach's fitness to serve as Head Football Coach; and
- g. Any other action or conduct which reflects adversely on the good name and reputation of the University, including but not limited to:
 - (1) Material violation of NCAA Legislation by Coach or a failure to report a violation of NCAA Legislation;
 - (2) Material violation of NCAA Legislation relating to the Football Program by an assistant coach, coordinator or Football Program student-athlete, and either (i) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (ii) the Coach failed to establish and maintain reasonable policies and procedures for the Football Program to prevent violations of NCAA Legislation;
 - (3) Engaging in conduct which is unlawful, results in Coach's conviction of a crime, or displays a continual or serious disrespect or disregard for the character or mission of the University, or causes notorious and public scandal;
 - (4) Refusing or failing to perform any duties reasonably related to Coach's position, or failing to perform the same to the best of Coach's ability, after notice to Coach of the University's expectations;
 - (5) Committing material or repeated violations of any provision of this Contract or any policy of the University;
 - (6) Engaging in conduct that constitutes moral turpitude or breaches the high moral and ethical standards applicable to the Head Football Coach as a visible representative of the University; or
 - (7) Prolonged absence from the University without the consent of the Athletics Director.

In addition, University shall have the right to suspend Coach, with or without pay, for any deliberate and serious violation of any rules of the NCAA or the Conference.

- c. Death. In the event of the death of Coach, the salary payments pursuant to Section 4(a) shall cease after the next monthly salary payment. Amounts due, if any, to Coach pursuant to Sections 4(c), (d), (e) and (g) and shall be paid to the Estate or Coach within sixty (60) days of the date of death if, but only if, earned by Coach prior to his death.
- d. Disability. "Disability" shall be defined as the inability of Coach, by reason of health, accident, or other cause, to continue his service as Head Football Coach, as contemplated herein, if such disability persists for greater than 90 days. In the event that Coach suffers a "Disability", the University may terminate Coach for this reason, and the salary payments pursuant to Section 4(a) shall cease after the next monthly salary payment. Amounts due, if any to Coach pursuant to Sections 4(c), (d), (e) and (g) shall be paid to Coach within sixty (60) days of the date of termination if, but only if, earned by Coach prior to his disability.
- e. Except as expressly stated in this Contract, in the event of any termination for cause, Coach's salary and other benefits, as set forth above, shall terminate at the end of the month in which such termination occurs, and the University shall not thereafter be liable to Coach for any damages, unless Coach is otherwise entitled thereto under applicable state or federal statutory law. This provision shall include but not be limited to the following: the payment of any salary or benefits under this Contract or any other compensation or benefit of any kind, or any installment thereof, that accrues following the end of the month in which termination occurs.
- f. Pursuant to NCAA By-Laws 11.2.1 and 11.2.1.1, if Coach is found in violation of NCAA regulations, then Coach shall be subject to disciplinary or corrective action by the University as set forth in the provisions of the NCAA enforcement procedures. In addition, Coach may be suspended for a period of time, without pay, or the Coach's employment may be terminated for cause, if the Coach is found by the University to have been involved in deliberate and serious violations of NCAA legislation.

9. REPRESENTATIONS BY COACH.

Coach hereby represents, which representations Coach understands are material facts upon which the University has relied in reaching its decision to employ Coach, the following with respect to his background, credentials, education and past employment, to the best of his knowledge and information:

- a. that Coach has never been convicted of a misdemeanor or felony in any jurisdiction;

- b. that Coach has never been disciplined, reprimanded or sanctioned by the NCAA or any athletic conference;
- c. that Coach has never provided an improper benefit, as defined by the rules and regulations of the NCAA, to any student-athlete at any time;
- d. that to the best of Coach's knowledge, while serving as the coordinator or assistant coach, he did not violate any rules or regulations of the NCAA or any athletic conference;
- e. that while serving as coordinator or assistant coach of a football program, he was not disciplined, reprimanded or sanctioned by the NCAA or any athletic conference;
- f. that the representations made in Coach's bio, a copy of which is attached hereto as Exhibit "A," are true and accurate; and
- g. that Coach has never engaged in any other action or conduct that would reflect adversely on the good name and reputation of the University or that could cast the University in a negative light.

Any misrepresentation with respect to the foregoing shall constitute conduct which allows the University to terminate this Employment Contract for Cause.

10. AUTHORIZATION TO INVESTIGATE BACKGROUND.

Coach authorizes University to undertake, at any time during the term of this Employment Contract, such investigation as it deems necessary concerning Coach's background, credentials, education and past employment. Coach agrees to execute any authorization that may be required to authorize a disclosure to University of records which University deems pertinent to its investigation of the representations made by Coach.

11. UNIVERSITY PROPERTY.

All materials or articles of information, including, without limitation, personnel records, Coach's records, statistics or any other material or data in any form or medium furnished to Coach by the University, or developed by Coach on behalf of the University, or at the University's or Coach's direction or supervision, are and shall remain the sole, proprietary and confidential property of the University. Within ten (10) days of the expiration or termination of this Contract with or without cause by either party, Coach shall immediately cause any such materials in his or her possession, custody or control to be returned and delivered to the University.

12. CONSTRUCTION.

This Contract constitutes and expresses the entire Contract and understanding of the parties hereto in reference to any employment of the Coach by the University and in reference to any of the matters or things herein provided for or hereinbefore discussed or mentioned in

reference to such employment, there being no oral, written or other Contracts, understandings, letter Contracts, promises or representations between the parties affecting this Contract. The Prior Contract is amended and restated by this Contract and has no further effect. This Contract cannot be changed, modified or amended in any respect except by written instrument signed by both parties.

13. APPLICABLE LAW.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. RESOLUTION OF DISPUTES.

Any claim or dispute arising out of or related to this Contract, Coach's employment or the discipline or termination of Coach pursuant hereto shall be resolved exclusively via confidential, binding arbitration at the Employer's place of business, or at another site in Pennsylvania that is mutually agreeable to the parties. Arbitration shall be conducted by a panel of three (3) arbitrators selected pursuant to the rules of the American Arbitration Association ("AAA"). The arbitration panel's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To initiate arbitration, a demand for arbitration must be filed in writing with the other party to this Contract and with the AAA within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

15. HEADINGS.

The words of this Contract appearing as headings are for identification purposes only and are not a part of this Contract.

16. SEVERABILITY.

If any portion of this Contract is declared null, void, invalid or unenforceable, such provisions shall be stricken from the Contract. All of the provisions of this Contract not so stricken shall remain in full force and effect and shall be binding upon the parties and their respective heirs, successors, assigns and personal representatives.

