HEAD COACH EMPLOYMENT CONTRACT

THIS HEAD COACH EMPLOYMENT CONTRACT (this "Contract") is entered into by and between The Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

Article I - Definitions

As used in this contract (including within these paragraphs) the following terms shall have these meanings:

"Governing Athletic Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to the athletic program of the University. Governing Athletic Rules also shall include any acts of Congress or the State of Alabama regulating college athletics, officials, athletes, and competition.

"NCAA" shall mean the National Collegiate Athletic Association, and its successors.

"SEC" shall mean the Southeastern Conference, its successor or any other athletic conference of which the University may be a member.

"University Rules" shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws, and constitution, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by The University of Alabama, including, without limitation, its President and Athletic Director, or by The Board of Trustees of The University of Alabama.

Article II - Position

2.01 Employment. The University employs the Employee as Head Coach of football ("Head Coach"). Employee accepts the employment and agrees to act at all times in a manner consistent with good sportsmanship and with the high moral, ethical, and academic standards of the University. Employee shall exercise due care that all personnel and students under Employee's supervision or subject to Employee's control or authority shall comport themselves in like manner.

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2.02 Duties and Responsibilities.

(a) Employee agrees to be a loyal employee of the University. Pursuant to the terms and conditions contained herein, Employee agrees to devote Employee's best efforts and abilities full time to the performance of Employee's duties as Head Coach for the University and to give proper time and attention to furthering Employee's responsibilities to the University. Subject to the provisions of Article V herein, poor performance of administrative duties or responsibilities or misconduct of any kind will result in appropriate disciplinary or corrective action. Employee agrees not to usurp any corporate opportunities of the University. Employee is responsible for using his best efforts to maintain good public relations and sound alumni relations, and for promoting and participating in various alumni events.

(b) Employee agrees to abide by and comply with NCAA and other Governing Athletic Rules and University Rules relating to the conduct and administration of the football program and to work cooperatively with the University's Faculty Athletics Representative and compliance personnel on compliance matters and NCAA rules education. In particular, Employee recognizes an obligation personally to comply with, and to exercise due care that all personnel and students subject to Employee's control or 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 sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Employee has knowledge of, or has reasonable cause to believe, that violations of Governing Athletic Rules, University Rules, or law may have taken place, Employee shall report the same immediately to the University's Director of Athletics and Associate Athletic Director for Compliance. Employee agrees to abide by the academic standards and requirements of the University in regard to recruiting and eligibility of prospective and current student-athletes. Employee recognizes that the primary mission of the University is that of an institution of higher education, and Employee shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student-athletes and promote those efforts. Employee, in cooperation with the University's administration, shall monitor the academic progress of the student-athletes who participate in football. Employee recognizes that the goal of the University is for every student-athlete to obtain

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an undergraduate degree, and Employee agrees to support fully the attainment of that goal. To that end Employee shall use his best efforts to foster awareness by student-athletes in the football program of the availability of University resources dealing with student financial aid, academic counseling and advisement, life-skills programs, and other University resources that are available to the general University student population.

(c) Employee shall perform and administer to the reasonable satisfaction of the Director of Athletics the duties and responsibilities ordinarily associated with and performed by a head football coach at a major university that participates at the NCAA Division I-Football Bowl Subdivision level, including, without limitation, planning and supervising practices, games, and off-field and off-season training and activities; developing and supervising recruiting plans and strategies; and running a stable and successful football program. Employee is responsible for evaluating, recruiting, training, conditioning, instructing, supervising, disciplining, and coaching student-athletes to prepare them to compete successfully against major college competition in a quality football program. Employee also is held directly accountable for general responsibilities relating to the football program, such as, without limitation, budget development and planning; administering the approved football budget in accordance with University Rules; making scheduling recommendations; recruiting, training, supervising, disciplining, and evaluating coaching staff and assistants, including promoting their understanding and compliance with NCAA and other Governing Athletic Rules, applicable law, University Rules, and all University academic standards for student-athletes; and performing to the best of Employee's ability those matters assigned by the Director of Athletics that are germane to the football program and the University's mission.

(d) If Employee is found to be in violation of Governing Athletic Rules while employed by the University, Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

(e) Subject to budgetary limitations of the University's Athletic Department and University Rules and the prior approval of the Director of Athletics, which shall not be unreasonably withheld, Employee shall have authority to select, employ, and terminate assistant football coaches, football strength coaches, the Director of Football Operations, and other football staff, including, but not limited to football trainers, equipment managers, graduate assistants, et al. No person shall be employed as an assistant football coach, football strength coach, or the Director of Football Operations until the Director of

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Athletics first has obtained from the NCAA and SEC a favorable clearance for that person. Upon being informed by Employee of the name of a prospective assistant football coach, football strength coach, or the Director of Football Operations, the Director of Athletics or his/her designee shall promptly contact the NCAA and SEC to obtain the required clearance. Employee shall not personally supplement, directly or indirectly, the salary or compensation of any such assistant coach or any other University employee without the prior express written approval of the Director of Athletics. Employee shall not violate Governing Athletic Rules or law by permitting, encouraging, or condoning the solicitation or acceptance by any assistant football coach, football strength coach, Director of Football Operations, football staff member, or student-athlete 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 the institution's athletic interests" as that term is defined in Governing Athletic Rules.

(f) Employee will exercise care to avoid inappropriate involvement by himself and by his assistant coaches, football strength coaches, Director of Football Operations, football staff members, student-athletes, and other Athletic Department employees with non-employee "representatives of the institution's athletic interests," which is contrary to Governing Athletic Rules. The University shall responsibly notify Employee of concerns which it may have regarding such involvement.

(g) It is recognized that the Director of Athletics is responsible to the President and then to the University's Board of Trustees for the operation, review, and periodic evaluation of the entire intercollegiate athletics program, including the football program. Employee recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by Governing Athletic Rules over every aspect of the football program. Employee agrees to recognize and respect those relationships and the organizational structure of the University.

(h) Employee agrees to promptly report to the Director of Athletics and Associate Athletic Director for Compliance all conduct of others of which the Employee has knowledge which may constitute a violation of Governing Athletic Rules.

2.03 Reporting Relationship. Employee shall report directly to the Director of Athletics of the University. Both parties agree to meet and formally discuss all aspects of the operation of the football program within 45 days following the conclusion of each Contract Year. Employee's job duties and responsibilities may be reviewed and revised from time to time by the

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Director of Athletics provided that such duties and responsibilities are reasonable and consistent with duties typical of an Intercollegiate Head Football Coach who coaches at the NCAA Division I-Football Bowl Subdivision level.

Article III - Term of Employment

3.01 The term of this Contract shall be eight (8) years, commencing January 4, 2007, and ending January 31, 2015, subject to earlier termination in accordance with the provisions of Article V hereof. To extend or renew the contract term, both parties must sign a written agreement to do so. Employee agrees that oral agreements to renew or extend this Contract are invalid and non-binding. For the purposes of this Contract, a "Contract Year" shall mean a twelve-month period beginning February 1 of one year and ending on January 31 of the immediately succeeding year.

Article IV - Compensation

In consideration for the promises Employee has made in entering into this Contract, Employee shall be entitled to an annual base salary payment and employment benefits and may possibly receive salary perquisites, incentives, and outside activity income. To the extent required or permitted by law or University Rules, the salary payments, talent fee payments, other forms of compensation, and employment benefits described in this Article IV are subject to deductions for local, state, and federal taxes, for state retirement, and for any voluntary retirement or other employment benefits which Employee elects to participate in, as well as the terms and conditions of Article V hereof concerning termination of this Contract. Any recommended increase in salary, talent fee, incentives, or term of the contract is subject to approval by the University's Board of Trustees' Compensation Committee and following such approval shall become effective on the date mutually agreed upon by the parties in writing.

4.01 Base Salary. As Head Coach, Employee shall be paid by the University an annual base salary as follows:

For the partial Contract Year January 4, 2007, to January 31, 2007: $16,935.00

February 1, 2007 to January 31, 2008: $225,000.00

February 1, 2008 to January 31, 2009: $225,000.00

February 1, 2009 to January 31, 2010: $225,000.00

February 1, 2010 to January 31, 2011: $225,000.00

February 1, 2011 to January 31, 2012: $225,000.00

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February 1, 2012 to January 31, 2013: $225,000.00

February 1, 2013 to January 31, 2014: $225,000.00

February 1, 2014 to January 31, 2015: $225,000.00

Annual base salary is payable in monthly installments by the University to Employee on the last day of each calendar month in accordance with University payroll policies.

4.02 Employment Benefits. During the term of this Contract, the University will provide the Employee with the employment benefits described in this Section 4.02 and no others. Employee shall be entitled to the standard University employment benefits, subject to any eligibility requirements, normally provided by the University to its exempt, regular full-time employees, which may include (among other things) group life insurance, long term disability benefits, vacation with pay, individual medical coverage, state teachers' retirement contributions, and TIAA/CREF contributions (if Employee elects to participate therein), all of which are described in greater detail in the University's Staff Handbook, a copy of which is available on the University's website at http://hr.ua.edu. In the event of a conflict between the terms and provisions of this Contract and those of the University's Staff Handbook, the terms and provisions of this Contract shall control and take precedence. If any employment benefit is based in whole or in part upon salary paid to Employee, any income paid or received by Employee from any outside activities or supplemental compensation shall be included in the computation of that employment benefit only to the extent permitted or required by University Rules or by law.

4.03 Perquisites/Incentives. While Employee is serving as Head Coach, the University will provide or arrange for the following perquisites and performance incentives and no others.

(a) Automobile. The University annually shall provide or make arrangements for Employee to have on a loan basis two (2) full-size automobiles for business and personal use by Employee and members of Employee's immediate family and for payment of all vehicle operating expenses. Said automobiles may be provided through the Athletic Department's loaned vehicle program. The University agrees to provide liability insurance coverage for those vehicle operators deemed insurable at regular rates based upon good driving record standards by the University's insurance carrier and collision and comprehensive automobile insurance coverage on the loaned vehicles. Employee and members of Employee's immediate family agree to comply with all reasonable requirements that the University's insurance carrier may impose or require as a condition of coverage. In the event the University's fleet vehicle insurance policy does not cover the loaned vehicles, then the University shall either purchase replacement

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coverage provided the vehicle operators are deemed insurable at regular rates based upon good driving record standards by the insurance carrier or reimburse Employee for the cost of obtaining similar insurance coverage at regular rates. Employee shall be responsible for paying for any uninsured loss, damage, or repairs to the loaned vehicles.

(b) Incentives.

(1) Athletics. In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for Employee to achieve the goals described below, the University agrees within thirty (30) days after the game or event to pay to Employee the following:

(i) SEC Championship Game. $75,000 – for playing in the SEC Championship football game **or** $125,000 – for winning the SEC Championship football game. It is understood that in no event shall Employee receive more than one incentive payment under this subsection (b)(1)(i).

(ii) Post-Season Bowl Game. $ 65,000 – for playing in any post-season bowl game; **or** $90,000 – for playing in the Chik-Fil-A, Cotton, Outback, or Capital One bowls, or their successors; **or** $125,000 – for playing in a Bowl Championship Series post-season game which is not designated the National Championship game **or** $200,000 – for playing in the Bowl Championship Series post-season game which is designated as the National Championship game **or** $400,000 – for winning the Bowl Championship Series post-season game which is designated the National Championship game. It is understood that in no event shall Employee receive more than one incentive payment under this subsection (b)(1)(ii).

(iii) Southeastern Conference Coach of the Year. If Employee is voted the Southeastern Conference Coach of the Year by the head football coaches in the Southeastern Conference - $25,000.00.

(iv) National Coach of the Year. If Employee is awarded the Paul "Bear" Bryant Coach of the Year Award by the National Sportscasters and Sportswriters Association, the Associated Press Coach of the Year Award, the AFCA Coach of the Year Award, or the Walter Camp Football Foundation Coach of the Year Award - $50,000.00.

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(2) Academics. From and after February 1, 2007, for each year that the football team achieves a graduation rate that equals or exceeds the graduation rate described below, and within thirty (30) days after the date graduation rates for all SEC football teams for that Contract Year are determined, the University shall pay to Employee the amount described in subsection (i) or subsection (ii) of this Section 4.03(b)(2). The team graduation rate shall be calculated according to the formula described in the then existing NCAA's annual Graduate Success Rate (GSR; or its successor, if applicable) using data collected and maintained for the NCAA by the University's Office of Academic Records and University Registrar for the cohort that includes degree-seeking football student-athletes who receive athletically-related financial aid during their attendance at the University and who receive their baccalaureate degree from the University within six years of their entrance into the University. For the twelve-month period immediately preceding August 31st of each year, the University will pay Employee:

(i) For the twelve-month period immediately preceding August 31st of each year, commencing August 31, 2007, if the University's football team achieves a graduation rate ranking as hereafter specified, provided that the University's football team's Academic Progress Rate (APR) as calculated by the NCAA is above the cut point score that is established by the NCAA for that specific year, which as of the date of this Contract is 925, which would result in contemporaneous penalties, then the University will pay Employee the following: $50,000 - if the University's football team's graduation rate is in the top fifty (50%) percent of all SEC football teams; **or**

(ii) $100,000 - if the University's football team's graduation rate which is in the top twenty-five (25%) percent of all SEC football teams.

4.04 **Additional compensation**. Subject to the limitations imposed by this section of the Contract and in compliance with Governing Athletic Rules, NCAA and University guidelines, Employee may earn or receive additional compensation while employed by the University. Sources of additional compensation include:

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(a) Compensation from endorsements or promotions that do not compete with University Promotions. Employee acknowledges and understands that he may not earn or receive any compensation or enter into an agreement to endorse or promote a service, product, or benefit for a vendor, business entity, or other commercial enterprise, if the University, athletic department, its supporting foundations, or an approved marketing contractor (such as Crimson Tide Sports Marketing) has a current or existing agreement with another vendor, business entity, or commercial enterprise which provides substantially the same type of service, product, or benefit. Neither may Employee earn or receive any compensation or enter into an agreement to endorse or promote a service, product, or benefit for a vendor, business entity or other commercial enterprise, if the University, athletic department, its supporting foundations, or an approved marketing contractor is actively engaged in negotiating an agreement with a vendor, business entity, or commercial enterprise which provides substantially the same type of service, product, or benefit. For purposes of this Agreement, "actively engaged in negotiating," means actions beyond mere introductory or exploratory steps. Moreover, in all cases Employee shall be required to obtain prior written approval of the Director of Athletics and the President, which approval shall not be unreasonably withheld, before Employee engages in any endorsements or promotions, or allows Employee's name, likeness, or image to be associated with any services, products, or benefits. For purposes of an example only, Employee may not endorse or promote a beverage if the University, athletic department, its supporting foundations, or an approved marketing contractor has a current, existing or proposed agreement with another vendor or business entity that provides beverages. Further, Employee may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement related to the same. If approved, Employee's participation in any endorsement or promotion shall not reflect adversely on the University or interfere with Employee's performance of his duties as Head Football Coach.

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(b) Compensation from public speaking engagements. Subject to the prior approval of the Director of Athletics – which approval shall not be unreasonably withheld – Employee may earn or receive fees, honoraria, or similar compensation for non-commercial speaking engagements. Employee shall use his best efforts to perform such speaking engagements in a professional way and manner. Employee's participation shall not reflect adversely on the University, interfere with Employee's performance of his duties as Head Football Coach, or interfere with the current marketing contracts, efforts, or plans of the University, athletic department, its supporting foundations, or an approved marketing contractor. These speeches do not count toward the 15 Obligated Events, defined and discussed below.

(c) Compensation from authoring or co-authoring books or publications. Subject to the prior approval of the Director of Athletics – which shall not be unreasonably withheld – the University acknowledges and agrees that Employee may receive fees, royalty payments, advance payments, or similar compensation as a result of authoring or co-authoring books or other publications in which the primary subject matter is autobiographical in nature, is primarily concerned with a motivational subject matter, or is primarily concerned with coaching theory, strategy, or technique. Employee acknowledges and understands that he may not use video footage, photographs, or other similar media representative of University football games or practices without the express written permission of the Director of Athletics. Further, Employee may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement related to the same.

(d) Compensation from media programs and non-endorsement activities. The University acknowledges, understands, and agrees that it shall pay additional compensation to Employee for his rendition of personal services and participation in the following activities, in accordance with the following provisions. Employee acknowledges and agrees that items 1-4 herein may be produced by the

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University, athletic department, its supporting foundations, or a University-approved marketing contractor:

(1) No less than one (1) radio program during each week of the regular season and postseason, two (2) radio programs during the spring practice period, and one (1) radio program on or around national signing day (and such other radio programs as may arise due to special events, such as a championship) (plus other short, taped leads directly related to the radio program);

(2) No less than one (1) television program during each week of the regular season, one (1) television program prior to any post-season game and/or bowl game, and one (1) television program after the conclusion of any post-season or bowl game (and such other television programs as may arise due to special events, such as a championship) (plus other short, taped leads related to the television program);

(3) The production of reasonable content for an internet web-site;

(4) University authorized or produced publications (such as football game programs, books in which the primary subject matter relates to the University, its teams, and athletic program, media guides, highlight films, artwork, other media, and videos); and

(5) Non-endorsement activities, which shall be limited to fifteen (15) total activities during a contract year. Such non-endorsement activities may include Employee's performance, participation, or appearance on behalf of either the University, athletic department, its supporting foundations, or University-approved marketing contractor, before an alumni club or similar organization, before a University-related or affiliated booster club or similar organization, before other similarly-situated or affiliated groups, clubs, or organizations, or at coaching or other clinics and gatherings related to the University's athletically-related marketing efforts and contracts (provided Employee is not required to make specific product endorsements at such gatherings) (hereinafter, the same shall be

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collectively referred to as "Obligated Events"). Employee's participation in or performance of such Obligated Events which were not scheduled by the Director of Athletics or his designee shall not count towards Employee's total number of obligations required in this sub-section. The University shall be responsible for any and all travel arrangements of Employee, if applicable. The parties agree that Employee shall be required to participate by the University in no more than fifteen (15) Obligated Events on an annual contractual basis. No Obligated Event, other than the Nike clinic, will require Employee's participation for more than one (1) day total (defined as a period of 24 consecutive hours), travel included, except as Employee and the University may agree that Employee wishes to travel the night prior to an Obligated Event, or stay the night following, for the ease and convenience of the Employee. An appearance, performance, or participation by the Employee before or with a qualified group, club or organization shall count as one (1) Obligated Event, regardless of whether an entire day was spent for such activity. Notwithstanding the foregoing, the parties agree that Employee may choose to participate in more than fifteen (15) Obligated Events per contract year, as the Employee may think wise or beneficial for public, personal, or University relations.

(i) Employee agrees to participate in and perform all media programs and non-endorsement activities, including Obligated Events, using his best efforts to render his services in a professional way and manner.

(ii) Contingent upon Employee's rendition of personal services in a reasonably satisfactory and acceptable manner, the Employee shall receive personal service fees each Contract Year, as follows:

2007: $3,275,000

2008: $3,525,000

2009: $3,675,000

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2010: $3,875,000

2011: $3,925,000

2012: $3,975,000

2013: $3,975,000

2014: $3,975,000

The personal service fees shall be payable in twelve (12) monthly installments on the last day of each month during each Contract Year. For the partial month of January 2007, Employee shall receive a pro-rated monthly payment of $246,505.00. Should Employee fail or refuse to perform or participate in media programs, Obligated Events, or non-commercial activities; or should he fail or refuse to perform them in a reasonably satisfactory and acceptable manner; or should Employee engage in any commercial activity without first obtaining the Director of Athletics' approval; then after receiving written notice from the University and after such failure or refusal to perform (or stop performing) continues for a period of fourteen (14) days, the University may cease to pay the monthly installments of the personal service fees until the Employee cures such default. Provided, however, Employee shall not be considered to be in breach for failing or refusing to make an isolated radio, television, or Obligated Event appearance, when such failure or refusal is due to sickness, injury, or an unanticipated and unforeseeable significant conflict related to the on-field performance of the football team, including (without limitation), the recruitment of potential players, the training of the team, and any other coaching responsibilities generally considered a regular part of coaching a college football team. Provided, further, however, that in the event Employee fails or refuses to make a radio, television, or Obligated Event appearance as a result of same, Employee agrees to make a substitute radio, television, or Obligated Event appearance as may be scheduled. Employee and the University will coordinate regarding Employee's

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schedule so as to facilitate Employee's participation in radio, television, and other Obligated Events.

(iii) As additional consideration for the personal service fee payments provided for herein, Employee grants and assigns to the University and its successors and assigns (including its supporting foundations and any University-approved marketing contractor), the right to use Employee's name, biographical material, likeness, recorded voice, statements, drawing, picture, or any combination thereof, in connection with any non-endorsement activities and any media programs undertaken, produced, negotiated, or developed in any media at any time during the term of, and pursuant to section 4.04(d) of, this Contract.

(iv) Employee acknowledges and agrees that his failure or refusal to perform or participate in radio, television, or media programs or in non-endorsement activities, including Obligated Events, may constitute a material breach of this Contract, unless subject to the exception set out above in subparagraph 4.04(d)(5)(ii). The University acknowledges and agrees that there shall be no material breach of this sub-section unless and until the University has provided written notice of such failure or refusal and, after a fourteen (14) day period subsequent to such notice, the Employee without legal cause, continues to refuse to perform or participate in such programs or activities.

(e) Employee agrees to be bound by any endorsement contracts between the University, athletic department, its supporting foundations, and University-approved marketing contractor, and any manufacturer, seller, or vendor of athletically-related shoes, equipment, apparel and any other athletically-related products and agrees to be bound by any contracts between the University, athletic department, its supporting foundations, and University-approved marketing

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contractor, any manufacturer, seller, or vendor of soft drinks, bottled water, and isotonic beverages. University acknowledges and agrees that Employee shall not be required to personally endorse or promote in a commercial manner the use or purchase of any product or service that is the subject of any such existing contract. In connection with any existing shoe contract, Employee agrees to cooperate with the University by preventing the unnecessary spatting of athletic shoes worn by student-athletes during competition.

(f) During the term of this Contract, Employee shall not directly or indirectly (through business enterprises or foundations owned or controlled by Employee or his family) authorize, permit, or grant to any third parties the use of Employee's name, likeness, or image, or render personal services, in connection with the advertising, promotion, sponsorship, marketing, or endorsement of any product, business, service, or other commercial activity without the prior written consent of the University. Employee agrees to notify the University of any substantive inquiry by a third party regarding Employee's availability for or participation in any endorsement or commercial activity. Employee acknowledges and understands that his failure or refusal to comply with the terms of this sub-section may constitute a material breach of this Contract, unless such failure or refusal is unintentional and incidental.

(g) Employee agrees that Employee shall have no right, title, or interest of any kind or nature whatsoever, including copyright, in or to any of the materials, works, or results of the media programs or non-endorsement activities or in any component part thereof that were (or was) undertaken, produced, negotiated, created, or developed by the University, athletic department, its supporting foundations, or by a University-approved marketing contractor, pursuant to the exercise of the rights granted hereunder, and the parties hereto agree that all such works shall be works made for hire for purposes of the U.S. Copyright Act. To the extent that any such works are not works made for hire, Employee hereby assigns, conveys, and transfers to the University any and all rights of copyright therein or thereto and agrees to execute and deliver to the University such instruments reasonably requested by the University in connection therewith. Employee agrees that the

University, athletic department, its supporting foundations, and any University-approved marketing contractor shall have the full and complete right to use, distribute, broadcast, reproduce, rebroadcast, telecast, reprint, post to the Internet, copyright, exhibit, and display any such media programs and non-commercial activities in any manner or fashion in any country or countries. Employee further agrees that the University, athletic department, its supporting foundations, or the University-approved marketing contractor, shall be entitled to retain all revenues, from all media programs and non-commercial activities that are broadcast, undertaken, produced, negotiated, created, or developed by the University, athletic department, its supporting foundations, or by a University-approved marketing contractor.

(h) Employee hereby warrants that Employee is free from existing personal service, marketing, promotion, or endorsement contracts, or other similar contractual obligations, including without limitation, those which would prevent him from performing or honoring all of Employee's obligations hereunder with regard to the media programs and non-endorsement activities, or those which would otherwise interfere, directly or indirectly, with existing endorsement contracts between the University, athletic department, its supporting foundations, and any University-approved marketing contractor, manufacturers, sellers, and vendors for shoes, equipment, apparel, and other athletically-related products, and for soft drinks, bottled water, and isotonic beverages and to grant all rights specified herein without violating the legal or equitable rights of anyone. Employee agrees to indemnify and hold harmless the University, its supporting foundations, and the University-approved marketing contractor against any cost, liability, and expense (including without limitation, reasonable attorneys' fees) incurred by either or both as a result of breach of this warranty by Employee.

(i) Employee agrees that Employee shall have no claim for defamation, breach of contract, violation of rights of privacy or publicity, or otherwise against the University, its supporting foundations, the University-approved marketing contractor, or anyone by reason of the use of Employee's name, likeness, or image, in the exercise of the rights granted hereunder, or by reason of any

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blurring, distortion, alteration, optical illusion, or use thereof in composite form, whether or not intentional, that may occur in the exercise of any of the rights granted hereunder. Employee further agrees at all times to indemnify and hold harmless the University, its supporting foundations, and the University-approved marketing contractor, and their respective trustees, officers, and employees, Internet websites, the networks and/or stations over which the media programs and non-commercial activities may be published, broadcast or telecast, and any periodical or publication in which photographs or any special print feature in which Employee renders services may be used, and any other licensees, agents, servants, officers, directors, and/or employees of and from any and all damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from: (1) any breach by Employee of an warranty or agreement made in this subsection; (2) any acts done or words spoken by Employee (other than those furnished either by the University, its supporting foundations, or by the University-approved marketing contractor or its sponsors) in connection with the production, rehearsal, broadcast, or telecast of the media programs or non-commercial activities; or (3) any acts done or statements made by Employee which in the University's reasonable opinion might tend to subject the University, its supporting foundations, the University-approved marketing contractor or any of its sponsors to any ridicule, contempt, or scandal.

4.05 (a) Sports Camps. It is agreed that the University shall have the exclusive right to operate football camps and clinics for young people during the off-season. Employee agrees to cooperate with the University in the promotion and marketing of such camps and clinics, including the use of Employee's Likeness, and to participate and take an active role in the conduct of such camps or clinics. Each Contract Year for Employee's promotion and participation in the football camps, the University agrees to pay Employee within thirty (30) days after the conclusion of the last camp session an amount determined by the Athletics Director based upon the net income generated by the football camps and the number of campers that attend each football camp session. Employee agrees to encourage the football assistant coaches to participate in the football camps. The University and Employee agree to negotiate in good faith a mutually

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acceptable arrangement for the services of Employee's assistant coaches for their services in the promotion, marketing, and conduct of such camps.

(b) Complimentary Tickets and Skybox. While Employee is employed as the University's Head Football Coach, the University will make available to Employee for Employee's personal use at home football games a fifteen (15) seat skybox located in the north end zone of Bryant-Denny Stadium, as well as on a complimentary basis the tickets for seating in that skybox, and the seven (7) additional standup tickets associated with said skybox. The University will select the location of this skybox. Employee will comply with the University's skybox usage guidelines, as applicable. In addition to the Skybox tickets, Employee shall be eligible to receive twelve (12) tickets per home football game for general admission at Bryant-Denny Stadium; and annually, at the Athletic Director's discretion, Employee may receive complimentary tickets to other University athletic events in accordance with Athletics Department policy, as the same may be amended from time to time.

(c) Use of University Trademarks. Employee may neither utilize nor authorize third parties to utilize the University's trademarks or logos in connection with any outside activities permitted by this Contract without the express written permission of the Director of Athletics and the University's Licensing Director. A third party desiring to use the University's trademarks must obtain a license from the University's Licensing Program. In the event Employee, or any entity owned in whole or in part by Employee, receives permission to use the University's trademarks, such permission shall be non-exclusive and non-transferable, and such permission shall expire automatically upon Employee's resignation or termination of this Contract. Employee shall use the University's trademarks and logos only in a manner that will not cause ridicule or embarrassment to the University or be offensive to standards of good taste as reasonably determined by the University. Employee agrees that all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletics programs, or which would compete with the University's registered trademarks that are developed or created by Employee or by others at Employee's direction shall be owned by the University. Employee agrees to execute and deliver to the University such instruments as the University may reasonably request in connection therewith. Employee shall be governed by the patent policy set forth in University regulation and policies.

(d) Athletically-Related Income Reporting.

(1) On or before February 1st of each year or by such other date established by the President, Employee shall submit to the President for approval through the Director of Athletics a written request to receive during the calendar year athletically-related income and benefits from sources outside the University which lists the sources and estimated income amounts and shall prepare and deliver an accurate, detailed written statement of all athletically-related income and benefits received by Employee from sources outside the University during the prior calendar year. Such request may be amended from time to time subsequent to February 1st if additional information becomes known.

(2) For the purposes of this subsection (g), sources of outside income and benefits include, without limitation, income from speaking engagements, public appearances, Internet web sites, annuities, private sports camps or clinics, housing benefits, country club memberships, complimentary ticket sales, personal services contracts, television and radio programs, books and other publications, and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or sellers. Employee agrees that the University shall have reasonable access, upon advance written notice and at a mutually agreed upon time, to such records of Employee and his businesses as are necessary to verify such report. Nothing in this subsection (g) shall allow Employee to receive income otherwise prohibited by the Contract or otherwise the property of the University.

(e) Country Club Membership. The University will provide or make arrangement for Employee's use of membership privileges at a mutually agreed upon golf or country club which is located within Tuscaloosa County, Alabama. The University shall pay the monthly membership dues. Employee shall be responsible for payment of all personal expenses and costs associated with the use of such membership, such as food and beverage charges.

(f) Athletic Apparel. From time to time the University may, but shall not be required to, provide to Employee for personal use athletic shoes and apparel in such amounts as may be determined by the Athletic Director.

(g) [this section omitted]

(h) Moving Expenses. The University agrees to pay for or to reimburse Employee for the actual and necessary moving expenses incurred by Employee in

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moving Employee's household goods and individual personal effects, but excluding the cost of moving or transporting pets or animals, from Employee's current residence to the Tuscaloosa area. Unless expressly authorized by the Director of Athletics, the University will not pay or reimburse Employee for the costs of storing Employee's household goods and individual personal effects in excess of fourteen (14) days. Unless otherwise agreed, Employee shall use the University's designated moving company.

(i) Relocation Expenses. The University will pay for reasonable temporary housing expenses for Employee and Employee's immediate family at a location selected by the University until the earlier of Employee's purchase or lease of a permanent residence, or ninety (90) days.

(j) Airplane Use. As additional compensation to Employee as Head Coach, during each Contract Year upon reasonable advance notice the University shall furnish or otherwise make available to Employee a non-commercial airline airplane for Employee's personal, non-business travel for a maximum of twenty-five (25) hours of flight time. Flight time, for purposes of the 25 hour maximum, shall not include return trips without Employee, members of Employee's family, or guests aboard the aircraft in conjunction with Employee's use of the aircraft for personal, non-business travel. Flight time not used in a Contract Year may not be carried over for use in the next Contract Year.

Article V - Termination

5.01 (a) Termination for Death or Disability. This Contract shall terminate automatically upon the death of Employee. If this Contract terminates because of Employee's death, Employee's annual base salary and all other forms of compensation, perquisites, and 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 the University and due to Employee thereunder.

If Employee becomes sick or injured so he is limited from performing the essential and substantial duties of the position of Head Coach, then Employee may become entitled to long term disability benefits under the University's long term disability benefit program. Upon the date of Employee's approval for long term disability payments as provided for in the University's long term disability benefit program, this Contract shall terminate and all compensation, perquisites, and benefits provided by the University under this Contract, including Article IV hereof, shall cease, except for

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payment of such long term disability benefits which Employee is entitled to receive pursuant to the University's long term disability benefit program.

If Employee becomes sick or injured so he is limited from performing the essential and substantial duties of the position of Head Coach, but Employee is denied long term disability insurance benefits under the University's long term disability benefit program, then in such event this Contract shall terminate on the date such long term disability benefits are denied and all compensation, perquisites, and benefits provided for in Article IV and other provisions of the Contract shall cease; but Employee shall receive from the University monthly disability payments in an amount equal to one-twelfth (1/12) of sixty-six and two-thirds (66 2/3%) percent of Employee's current annual base salary which shall be paid on the last day of each month for a period of one (1) year from the Contract termination date, at the end of which time such disability payments shall cease.

(b) Termination for Cause. The University shall have the right to terminate this Contract for cause prior to its expiration, and such right of termination shall exist notwithstanding any rights available to University under Section 5.01(d) hereof, and in addition to the examples listed in the University's Staff Handbook, the term "for cause" shall include, without limitation, any one or more of the following:

(1) Neglect or inattention by Employee of the standards, duties, or responsibilities expected of University employees, including those assigned to or required of Employee by Article II of this Contract, after written notice thereof has been given to Employee by the Director of Athletics, and Employee has continued such neglect or inattention during a subsequent period of not less than thirty (30) days; or

(2) Material, intentional, or reckless breach or violation by Employee of this Contract, including without limitation, Article II hereof or Governing Athletic Rules or University Rules; or

(3) Conviction of Employee of any criminal violation (excluding minor traffic offenses or non-criminal offenses); or

(4) Fraud or dishonesty of Employee in the performance of Employee's duties or responsibilities hereunder; or

(5) (a) Repeated failure by Employee, following a specific request, to respond promptly, accurately, and fully to any reasonable request or inquiry by the University relating to Employee's performance of Employee's duties and responsibilities hereunder; or (b) Failure by Employee, following a specific

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request, to respond promptly, accurately, and fully to any reasonable request or inquiry concerning compliance with Governing Athletic Rules, University Rules, or law; or

(6) Actively engaging in any conduct or committing any act that brings Employee and/or the University into public disrepute, contempt, embarrassment, scandal, or ridicule and that negatively impacts the reputation or the high moral or ethical standards of the University of Alabama; or

(7) (a) Conduct of Employee constituting a major violation, or a pattern of conduct which may constitute or lead to a major violation, of any NCAA or other Governing Athletic Rule or University interpretation thereof, which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC; or (b) conduct by members of Employee's coaching or football staff or others under his supervision or subject to his control or authority, constituting a major violation, or a pattern of conduct which may constitute or lead to a major violation, of any NCAA or other Governing Athletic Rule or University interpretation thereof of which Employee had knowledge and failed to act reasonably to prevent, limit or mitigate, which may, in the reasonable and good faith judgment of the University negatively and significantly impact and reflect adversely upon the University or its athletics program, including any violation which results or could result in the University being placed on probation by the NCAA or SEC; or

(8) [omit]

(9) Failure by Employee to report immediately to the Director of Athletics and Associate Athletic Director for Compliance any violations of NCAA or other Governing Athletic Rules or University Rules by Employee or by members of Employee's coaching or football staff, student-athletes, or other

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persons under Employee's control or authority that become known to Employee; or

(10) Failure by Employee to engage in Non-Commercial Endorsement Activities as required by the Contract, or failure by Employee to participate in the Radio, TV, and Media Programs as required by the Contract, or participation by the Employee in any Non-UA Commercial Activities without prior, written approval of the University; or

(11) Non-incidental fraud or dishonesty of Employee in the preparation of, falsification of, or alteration of documents or records of the University, NCAA, or SEC, or documents or records required to be prepared, kept, or maintained by the University 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

(12) Counseling or instructing by Employee of any coach, football staff member, student-athlete, 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 the University or of another institution of higher education which shall be propounded by the NCAA, SEC, the University, or other governing body having supervision over the athletic programs of the University or other institution of higher education, or which shall be required by law, Governing Athletic Rules, or University Rules; or

(13) Soliciting, placing, or accepting by Employee of a bet or wager on any intercollegiate or professional athletic contest whether through a bookmaker, a pool, or any other person, means, or method, or permitting, encouraging, or condoning such acts by any member of Employee's coaching staff, any student-athlete, or any other person; or

(14) Furnishing by Employee of information or data relating in any manner to football or any other sport or to any student-athlete to any individual known to Employee to be or whom Employee should reasonably know to be a

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gambler, bettor, or bookmaker, or an agent of any such person, or the consorting or associating by Employee with such persons; or

(15) 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

(16) (a) Sale, use, or possession 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, University Rules or Governing Athletic Rules; or

(b) Permitting, encouraging, or condoning, either through intentional, reckless, wanton, or negligent action, by Employee of the sale, use, or possession by any coach or 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, by University Rules, or by Governing Athletic Rules.

In the event this Contract 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, talent fee, or any other sum, compensation, perquisite, or benefit otherwise payable under Article IV hereof, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law, and subject to any deductions permitted by Section 5.01(j), Employee will be paid any earned outstanding, payments owed by the University as of the effective termination date pursuant to the terms of this Contract.

(c) Determination of Cause and Employee's Right to Hearing. Except in those extraordinary circumstances in which a pre-termination hearing would result in damage to the University, be detrimental to the University's interests or would result in injury to Employee, to another employee or student of the University, or to the general public, "for cause" sufficient to satisfy the provisions of Section 5.01(b) hereof shall be determined by the President or the President's designee at the pre-termination hearing held for such purpose after fourteen (14) days' prior written notice to Employee, which notice shall include a statement of the charges against Employee. The hearing shall consist of an explanation of the University's evidence and an opportunity for Employee

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to present Employee's side of the story and shall include the right to have an attorney present to advise Employee, but not to actively participate in the proceedings. The decision of the President or the President's designee at such hearing shall be final.

(d) Termination Without Cause. Unless the Contract is terminated pursuant to Section 5.01(a) or Section 5.01(b), the University shall have the right at any time to terminate this Contract without cause and for its convenience prior to its expiration. Termination by the University without cause shall be effectuated by delivering to the Employee written notice of the University's intent to terminate this Contract without cause, which notice shall be effective upon the earlier of the date for termination specified in the notice or fourteen (14) days after receipt of such notice by the Employee. If the University exercises its rights under this Section 5.01(d) to terminate this Contract without cause, the Employee shall be entitled to damages only as provided for in Section 5.01(e) below, and Employee shall not be entitled to receive any further payments of base salary, talent fee, or any other sum, compensation, perquisite, or benefit otherwise payable under this Contract, except Employee will be entitled to continue such life or health insurance benefits at Employee's own expense as required or permitted by law and subject to any deductions permitted by Section 5.01(j), Employee will be paid any earned outstanding, payments owed by the University as of the effective termination date pursuant to the terms of this Contract. The parties agree that if this Contract is terminated without cause, then Employee shall not be entitled to any hearing.

(e) Liquidated Damages, If the University terminates this Contract without cause prior to its expiration as permitted by Section 5.01(d) hereof, the University shall pay, and Employee agrees to accept as liquidated damages, an amount equal to the sum of annual base salary and talent fees for each month remaining on the term of the Contract calculated from the first full month immediately following the effective date of termination without cause (the "Liquidated Damages"). The Liquidated Damages shall be paid to Employee over a period of time equal to twice the number of full months remaining on the Contract term (the "Payment Period") in monthly installments commencing on the last day of the month immediately following the month in which the termination date occurs and continuing on the last day of each succeeding month thereafter during the Payment Period. The monthly Liquidated Damages payments by the University shall be subject to an offset and reduction on a monthly basis as specified in Section 5.01(h) hereof.

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The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Contract by the University without cause prior to its expiration may cause the Employee to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Employee's employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such Liquidated Damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for the damages and injuries suffered by the Employee because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.

(f) Waiver of Claims. In any instance of suspension of Employee pursuant to Section 5.01(g) or the termination of the Contract pursuant to Sections 5.01(a), 5.01(b), 5.01(d), or 5.01(i), except as provided for herein, the University shall have no liability whatsoever to Employee, nor shall Employee be entitled to receive, and Employee hereby waives any claim that Employee or Employee's personal representatives may have against the University or the University's trustees, officers, employees, or agents, for any direct or consequential damages by reason of any alleged economic loss, including, but without limitation, loss of collateral income, talent fees, earning capacity, business opportunities, incentive and supplemental income, benefits, or perquisites, including those described in Sections 4.02 and 4.03 hereof, or Commercial Activities income or fees or by reason of alleged humiliation or defamation resulting from the fact of termination or suspension, the public announcement thereof, or the University's release of information or documents required by law. Employee acknowledges that in the event of the termination of this Contract for cause, without cause, or otherwise, Employee shall have no right to occupy the position of head football coach and Employee's sole remedies are provided for herein and shall not extend to injunctive relief.

(g) Suspension for Cause. In lieu of termination for cause, for any one or more of the acts or omissions representing grounds for termination for cause under Section 5.01(b), the University may suspend Employee for a period not to exceed ninety (90) days with full pay or without pay. If the matter giving rise to a suspension without pay is finally resolved completely in favor of Employee, and does not otherwise represent an independent basis for termination hereunder for cause, University shall pay to Employee the amount that otherwise would have been paid to Employee during the

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period of suspension. Suspension under this Section 5.01(g) shall not limit or prevent the right of the University to act pursuant to Sections 5.01(b) or 5.01(d) during or subsequent to such suspension.

(h) Offset Against Liquidated Damages. It is agreed that the Liquidated Damages paid by the University pursuant to Section 5.01(e) hereof shall be offset and reduced on a monthly basis by the gross compensation earned by Employee personally or through business entities owned or controlled by Employee from employment as a head or assistant coach or as an administrator either at a college or university or with a professional sports organization (collectively referred to hereafter as a "Coaching Position.") For purposes of this subsection, "gross compensation" shall mean, without limitation, gross income from base salary or wages, talent fees, or other types of compensation paid to Employee by an employer, including by a business entity owned or controlled by Employee, consulting fees, honoraria, fees received by Employee as an independent contractor, or other income of any kind whatsoever from a Coaching Position. While the University's obligation to pay Liquidated Damages remains in effect, within fourteen (14) days after accepting any employment in a Coaching Position and within fourteen (14) days after the end of each month thereafter, Employee shall furnish to the University an accounting or report of all gross compensation received by Employee during the immediately preceding month from the Coaching Position. The University shall reduce the amount of the monthly Liquidated Damages payments due and payable to Employee based upon the gross compensation for the immediate previous month as reflected in the Coaching Position gross compensation report. If Employee fails or refuses either to notify the University of Employee's employment in a Coaching Position or to furnish the monthly Coaching Position gross compensation reports after receiving a formal, written request to do so from the University, then, after giving Employee fourteen (14) days' written notice, the University's obligation to continue paying Liquidated Damages to Employee shall cease.

(i) Termination Without Cause By Employee.

(1) Employee may terminate this Contract without cause by giving the University (i) five (5) days' prior written notice of the effective date of Employee's termination of his employment with the University, during the 30 day period immediately following the football team's last regular season match up; or (ii) 30 days notice at any other time. Either of said time frames may be waived in writing by the University. If Employee terminates this Contract

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without cause, then, upon the effective date of termination, Employee shall not be entitled to receive any further compensation, perquisites, or benefits described in Article IV or in any other provision of this Contract.

(2) For a period of one (1) year after Employee's termination of this Contract without cause, Employee shall not contact or otherwise seek to recruit any high school junior or senior or rising junior college athlete that has been contacted or recruited by the University, unless such athlete had been recruited or contacted by any new institution employing Employee prior to the notice of termination by Employee to the University.

(3) Employee's obligation under Section 5.01(i)(2) with regard to recruiting shall survive the termination of this Contract and shall continue in full force and effect for all purposes notwithstanding Employee's termination of this Contact without cause.

(j) Deduction of Amounts Owed to University. Upon the expiration or earlier termination of this Contract for any reason whatsoever, Employee agrees that the University shall be entitled and authorized to withhold and deduct from any final payment of any kind that is owed to Employee by the University the amount of any unreturned recruiting advances, or other funds previously advanced to Employee by the University or a University Supporting Foundation for Employee's business use, or the amount of any other indebtedness owed to the University by Employee.

(k) Employee acknowledges that, during the term of employment by the University, Employee will gain "Confidential Information," as defined herein, concerning the University's athletic program and that the use of this "Confidential Information" by a competitor Division I-Football Bowl Subdivision institution would place the University's athletic program at a serious competitive disadvantage. Accordingly, Employee expressly promises and agrees not to share any "Confidential Information," with any other Division I-Football Bowl Subdivision school in any capacity prior to the date on which the term of this Contract would have expired. Employee further agrees that, because Employee's services under this Contract are of a special, unique, unusual, extraordinary and intellectual character which gives those services special value, the loss to the University of which cannot be reasonably or adequately compensated in damages in a action at law, and because said breach would place the University at significant competitive disadvantage, the University shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree

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enjoining Employee from sharing any "Confidential Information" with any Division I football bowl subdivision school. For the purposes of this clause, "Confidential Information" means information disclosed to, acquired or learned by Employee as a consequence of his employment by the University. "Confidential Information" includes, without limitation, information which is generally treated by the University as confidential; information generally treated by other Division I-Football Bowl Subdivision, competing institutions as confidential; information generally not known by other Division I-Football Bowl Subdivision, competing programs about the business of the University or the University's football program; all information of the foregoing type relating to any recruits, players, employees, officers, or supporters, of the University; and all physical or electronic embodiments of any of the foregoing. "Confidential Information" also includes, without limitation, the whole or any part or phase of any information process, procedure, plan, equipment, mechanism, technique, method or system, if any, which is used by the University, or those of its employees to whom it has been confided, and which is believed or intended to give the University any advantage over competitors who do not know or use it.

Article VI - Prospective Employment

6.01 During the term hereof should Employee become interested in employment with another college or university or with a professional football organization or should another college or university or professional football organization directly or indirectly contact Employee about possible employment, then prior to Employee, either directly or indirectly through an agent or otherwise, contacting the college, university, or professional football organization, Employee must first notify the Director of Athletics of such interest or contact, and the Director of Athletics' permission for Employee to make such a contact shall not be unreasonably withheld.

Article VII - Academics

7.01 It is recognized by the parties that a student-athlete may be declared ineligible for competition for academic reasons because the University believes the student-athlete would not be an appropriate representative of this University, as a disciplinary sanction under the University's student code of conduct, because the University believes that the student-athlete is ineligible according to University Rules or Governing Athletic Rules, or for similar reasons. In no event shall such an action by the University be deemed a breach of this Contract.

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Article VIII - Miscellaneous

8.01 The parties hereby confirm their understanding that Employee's employment as Head Coach is a non-tenure track position and will not lead to tenure.

8.02 This Contract may be amended at any time only by a written instrument duly signed by the University through its designated representative and by Employee.

8.03 This Contract shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflicts of laws principles. Any claim for damages against the University under the terms and condition of this Contract must be pursued through the Alabama State Board of Adjustment.

8.04 Employee's rights and interests under this Contract may not be assigned, pledged, or encumbered by Employee.

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

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

8.07 Employee acknowledges that Employee has read and understands the foregoing provisions of this Contract and that such provisions are reasonable and enforceable, and Employee agrees to abide by this Contract and the terms and conditions set forth herein.

8.08 It is expressly agreed and understood between the parties that nothing contained herein shall be construed to constitute a waiver by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.

8.09 All notices, requests, demands, and other communications hereunder may be given by telephone, unless specified otherwise, which shall be effective when received verbally or may be in writing (including, but not limited to, facsimile/telecopied communications) and shall be given by (1) personal delivery, (2) delivery via expedited delivery or mail service such as Federal Express, (3) United States mail, with first class postage prepaid, or (4) facsimile/telecopier. Notices shall be deemed to have been given either when hand delivered to the addressee or on the earlier of the day actually received or on the close of business on the 5th business day following the day when deposited in the United States mail, first class postage prepaid, 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:

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If to Employee:

Coach Nick L. Saban
Athletics Department
The University of Alabama
Box 870323
Tuscaloosa, AL 35487-0323

If to the University:

Mr. Mal Moore
Director of Athletics
The University of Alabama
Box 870323
Tuscaloosa, AL 35487-0323

With copies to:

Mr. James Sexton
Athletic Resource Management
1100 Ridgeway Loop Road, Suite 500
Memphis, TN 38120

8.10 All materials or articles of information, including without limitation, personnel records, recruiting records, team information, films, videos, statistics, or any other materials or data, furnished to Employee by the University or developed by the Employee at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Upon the expiration or earlier termination of this Contract, Employee shall deliver to the University any such materials as well as all loaned vehicles and all University-owned equipment, keys, credit cards, cellular telephones, pagers, laptop computers, and other property in Employee's possession or control. Employee shall further return to the University any advanced recruiting funds or other similar funds previously advanced to Employee by the University or a University Supporting Foundation for Employee's business use.

8.11 The invalidity or unenforceability of any provision of this Contract has no effect on the validity or enforceability of any other provisions. It is the desire of the parties hereto that a court judicially revise any unenforceable provisions to the extent required to make them enforceable.

8.12 The section and paragraph headings contained in this Contract are for reference purposes only and will not affect in any way the meaning or interpretation of this Contract.

8.13 The parties agree that the effective date of this Contract is January 4, 2007, even if the Contract's execution date is subsequent thereto.

[Signatures on following page]

S/S

IN WITNESS WHEREOF, the parties hereto have executed this Contract, or caused this Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, a public corp.

Donna Magles
Witness

By Robert E. Witt
Robert E. Witt, President
The University of Alabama
Date 6-15-07

Witness

Nick L. Saban
Date 6-13-07

APPROVED:

Director of Athletics

AMENDMENT TO
HEAD COACH EMPLOYMENT CONTRACT

This Amendment is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract entered into on or about June 15, 2007, ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

Paragraph 4.05(a) of the Contract is stricken in its entirety and replaced with the following:

4.05(a) Sports Camps. Subject to any superseding requirements of Governing Athletic Rules, it is agreed that the Employee shall have the option to operate and manage football camps and clinics for young people during the off-season ("Camps"). Such Camps are currently operated by the University. However, Employee may notify the University no later than January 31, 2008, that Employee wishes to begin operation and management of such Camps, beginning summer 2008 and thereafter; or Employee may notify the University no later than October 1, 2008, that Employee wishes to begin operation and management of such Camps, beginning summer 2009 and thereafter. University permission for the Employee to begin operation and management of Camps, pursuant to this section, shall not be unreasonably withheld or delayed. All such Camps, whether operated by the University or Employee, shall be operated, managed, and accounted for, pursuant to Governing Athletic Rules and University Rules. In the event that Employee elects for the University to continue operation and management of the Camps, the additional provisions of subsection (i) herein shall apply. In the event that Employee elects to begin operation and management of the Camps, the additional provisions of subsection (ii) herein shall apply.

(i) University Operation of Camps. In the event that the Employee elects for the University to continue to operate and manage the Camps, then the following additional provisions shall apply. Employee agrees to cooperate with the University in the promotion and marketing of such Camps, including the use of Employee's name, likeness, and image, and to participate and take an active role in the conduct of such Camps. Each Contract Year for Employee's promotion and participation in the Camps, the University agrees to pay Employee within thirty (30) days after the conclusion of the last Camp session an amount determined by the Athletics Director based upon the net income generated by the Camps and the number of Campers that attend each session. Employee agrees to encourage the football assistant coaches to participate in the Camps. The University and Employee agree to negotiate in good faith a mutually acceptable arrangement for the compensation of Employee's assistant coaches and football staff for their services in the promotion, marketing, and conduct of such Camps.

(ii) Employee Operation of Camps. In the event that the Employee elects to operate and manage the Camps pursuant to this section 4.05(a), then the following additional provisions shall apply. Employee, acting as an individual or as a private legal entity and at Employee's sole cost and expense, may offer private Camps using University facilities for two weeks each summer after first receiving written approval by the Director of Athletics or his/her designee which approval will not be unreasonably withheld or delayed, and at such other times as may be mutually agreed upon provided such other times do not conflict with University functions or events. It is understood that Employee and any other University employees involved will use leave time when preparing for and conducting a Camp. University athletic facilities, equipment, and resources may be used according to the terms and conditions of a separate facility use agreement. Non-athletic University facilities, equipment, and resources, such as residence hall space and meal plans, may be used according to the terms and conditions of a separate facility use agreement with the appropriate University department, such as Housing and Residential Communities or the dining contractor. Employee shall be responsible for obtaining permission to use such facilities, equipment, and resources, and shall be responsible for negotiating and paying the costs thereof. All such facility use agreements must be in writing and signed by both the University and Employee before commencement of any Camps, and will include terms requiring the Employee operated Camp to indemnify the University, its officers, employees, and agents, and will require Employee to obtain adequate insurance naming the University, its officers, employees, and agents, as additional insureds. With prior written approval of University's Licensing Director, Employee shall have permission to use the University's trademarks and insignia in connection with Employee's Camps. Any and all sponsorship of such Camps shall be done in accordance with the Employee's obligations pursuant to section 4.04 of the Contract, and require prior, written approval of the University. In further explanation, but not limitation thereof, the Camps will not accept services, products, or benefits from vendors, business entities, or commercial enterprises which provide substantially the same type of service, product, or benefit, as vendors, business entities, or commercial enterprises with which the University, athletic department, its supporting foundations, or an approved marketing contractor has a current or existing contract, or with which one of the same is actively negotiating such an agreement. Further, the Camp will be bound by any endorsement contracts between the University, athletic department, its supporting foundations, and University approved marketing contractor, and any manufacturer, seller or vendor of athletically related shoes, equipment, apparel, other athletically-related products, soft drinks, bottled water, or isotonic beverages.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract, or caused this Amendment to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, a public corp.

By _____
Robert E. Witt, President
The University of Alabama

Witness

Date _____

_____
Nick L. Saban

Witness

Date _____

APPROVED:

_____
Director of Athletics

AMENDMENT #2 TO
HEAD COACH EMPLOYMENT CONTRACT

This Amendment #2 is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract effective January 4, 2007, as previously amended by Amendment #1 ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

1. Extension of Term. Section 3.01 of the Contract is amended by extending the term of the Contract to January 31, 2018, subject to earlier termination in accordance with the provisions of Article V thereof.

2. Base Salary and Talent Fee for Additional Years. Employee shall receive his then-current compensation during the additional years added to the Contract. Accordingly, sections 4.01 and 4.04(d)(5)(ii) of the Contract are amended to provide the following additional amounts in Base Salary and Talent Fee while Employee serves as Head Football Coach, subject to adjustment according to the provisions of §3 of this Amendment #2:

Contract Year	Base Salary	Talent Fee
2015 (February 1, 2015 to January 31, 2016):	$245,000	$3,955,000
2016 (February 1, 2016 to January 31, 2017):	$245,000	$3,955,000
2017 (February 1, 2017 to January 31, 2018):	$245,000	$3,955,000

3. Market Rate Review. Commencing February 1, 2015 (and each February 1 thereafter through the end of the contract, as amended), the parties will meet for so long as necessary to determine the marketplace trends regarding head football coach compensation at Southeastern Conference (SEC) and National Collegiate Athletic Association, Division I, bowl subdivision (NCAA) institutions. Should the Employee's "total guaranteed annual compensation" be less than that of the average of the "total guaranteed annual compensation" of the three highest paid SEC head football coaches; or less than than that of the average of the "total guaranteed annual compensation" of the five highest paid NCAA head football coaches; then the University agrees to increase Employee's "total guaranteed annual compensation" to the higher of the two averages, at said times. No more than one adjustment shall occur annually. For purposes of this paragraph, "total guaranteed annual compensation" shall be defined as that terminology is generally understood and defined within the industry and may include base salary and talent fee and similar such payments as received by Employee and included in the calculation of Employee's "total guaranteed annual compensation," but shall not include bonuses or incentives earned, expense allowances, deferred compensation, longevity bonus payouts, in-kind compensation, or other compensation of any nature not generally understood to be a part of a head collegiate football coach's "total guaranteed annual compensation." It is the intent of the parties, for purposes of this paragraph, to compare Employee's "total guaranteed annual compensation" to similar amounts received by head football coaches at SEC and NCAA institutions. Therefore, the parties agree that, should any comparator's "total guaranteed annual compensation" include amounts, known by whatever name, that are similar in nature to amounts received by Employee, said amounts shall be included in the comparator's "total guaranteed annual compensation" for purposes of determining the averages, and Employee's "total

guaranteed annual compensation" for purposes of this comparison. Likewise, when amounts are to be excluded from Employee's "total guaranteed annual compensation" for purposes of said comparison, similar amounts shall be excluded from any comparator's "total guaranteed annual compensation," regardless of the name by which said compensation is known. Both parties agree to confer and negotiate in good faith at said times towards an adjustment in the Base Salary and Talent Fee, if then deemed warranted based on the marketplace analysis, and to share information and appropriate documentation with the other party to substantiate its evidence of marketplace valuation. Valuations that are used for purposes of this Market Rate Review must be verifiable by public record or other documentation mutually acceptable to the parties and relied on in the industry. The good-faith failure or refusal of either party to agree to an adjustment or average proposed by the other party shall not constitute a breach of this contract.

4. Change in Liquidated Damages. The first sentence of Section 5.01(e) of the Contract is deleted in its entirety and replaced by the following:

> If the University terminates this Contract without cause prior to its expiration as permitted by Section 5.01(d) hereof, the University shall pay, and Employee agrees to accept as liquidated damages, an amount equal the following definition. "Liquidated Damages" shall mean the following: (i) from the date of approval of this Amendment #2 until January 31, 2011, the amount of Liquidated Damages shall be the amount remaining as defined in the original contract, to wit, the Base Salary and Talent Fee for each month remaining through January 31, 2015; or (ii) from February 1, 2011 until January 31, 2014, the Liquidated Damages shall be the Base Salary and Talent Fee for the next forty-eight (48) months of the Contract, as extended by this Amendment #2; or (iii) from February 1, 2014 and thereafter, the Liquidated Damages shall be the Base Salary and Talent Fee for the remaining months of the Contract, as extended by this Amendment #2.

5. Contract Year Completion Benefit. If Employee is then employed as Head Football Coach of the University as of the dates set out below, Employee (or a corporate entity designated by the Employee) shall receive on that date the Contract Year Completion Benefit set out next to said dates:

January 15, 2012	$1,600,000 (upon completion of 5th year)
January 15, 2015	$1,700,000 (upon completion of 8th year)
January 15, 2018	$1,700,000 (upon completion of 11th year)

If Employee is no longer employed as the Head Football Coach at the University on the effective date for a payment set out above, Employee shall forfeit his rights to said payment and future payments. Provided, however, that if Employee is terminated without cause on or after January 16, 2015, but before January 15, 2018, then Employee shall receive on January 15, 2018, a pro rata portion of the third Contract Year Completion Benefit, calculated as a ratio of the number of months of service completed by Employee within said time period, divided by 36. Provided further, that until the final Contract Year Completion Benefit payment is made (or until the Employee is no longer employed as the Head Football Coach at the University, whichever event first occurs), the University agrees to secure on Employee's behalf, and to promptly pay the premium on an annual basis, a term life insurance policy, which policy shall name a beneficiary of Employee's choosing, and shall feature a death benefit equal to no more than the sum of any

unpaid Contract Year Completion Benefit amounts listed herein. Employee acknowledges, understands, and agrees that he shall be responsible for complying with any requirements (i.e. physical exam, etc) necessary to bind and secure such policy. Further, the parties agree that the University shall not be required to secure said insurance policy, should Employee not be insurable at standard or better rates by national insurance companies.

6. Effectiveness. The Contract, as hereby amended, is ratified and confirmed and shall remain unmodified and in full force and effect except as herein expressly amended. This Amendment #2 shall become effective on the date of the last signature below, and approval of the Board of Trustees' compensation committee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Contract, or caused this Amendment #2 to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

_____
Witness

By Robert E. Witt
Robert E. Witt, President
The University of Alabama
Date 9-9-09

_____
Witness

Nick L. Saban
Date _____

APPROVED:

Director of Athletics

AMENDMENT #3 TO
HEAD COACH EMPLOYMENT CONTRACT

This Amendment #3 is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract effective January 4, 2007, as previously amended by Amendments #1 and #2 ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

1. Modification to Contract Year Completion Benefits. Paragraph 5 of Amendment #2 to the Contract is deleted in its entirety, and replaced by the following:

Contract Year Completion Benefit. Subject to the definitions and provisions set out below, if Employee is then employed as Head Football Coach of the University on an Accrual Date, Employee (or a corporate entity designated by the Employee) shall receive on the next succeeding Payment Date, the Benefit Amount set out next to said date as follows:

Accrual Date	Payment Date	Benefit Amount
April 15, 2010	April 15, 2010	$533,333.33
September 1, 2010	February 15, 2011	$533,333.33
September 1, 2011	February 15, 2012	$533,333.33
September 1, 2012	February 15, 2013	$566,666.67
September 1, 2013	February 15, 2014	$566,666.67
September 1, 2014	February 15, 2015	$566,666.67
September 1, 2015	February 15, 2016	$566,666.67
September 1, 2016	February 15, 2017	$566,666.67
September 1, 2017	February 15, 2018	$566,666.67

Effect of Termination. In further clarification, but not limitation of the same, if Employee is no longer employed as the Head Football Coach at the University on an Accrual Date, Employee shall forfeit his rights to the next succeeding Benefit Amount and all future Benefit Amounts.

Termination After Accrual Date, But Before Next Payment Date. Provided, however, that if Employee is employed at a specified Accrual Date, but is terminated without cause by the University prior to the next succeeding Payment Date, Employee shall receive the Benefit Amount for that year (but no future Benefit Amounts); if the employment ceases for any reason other than termination without cause by the University, Employee forfeits the Benefit Amount for the next succeeding Payment Date and all future Benefit Amounts for future years, notwithstanding his employment as of the Accrual Date.

Insurance. Provided further, that until the final Contract Year Completion Benefit Amount payment is made (or until the Employee is no longer employed as the Head Football Coach at the University, whichever event first occurs), the University agrees to secure on Employee's behalf, and to promptly pay the premium on an annual basis, a

term life insurance policy, which policy shall name a beneficiary of Employee's choosing, and shall feature a death benefit equal to the sum of Benefit Amounts listed herein. Employee acknowledges, understands, and agrees that he shall be responsible for complying with any requirements (i.e. physical exam, etc) necessary to bind and secure such policy. Further, the parties agree that the University shall not be required to secure said insurance policy, should Employee not be insurable at standard or better rates by national insurance companies.

2. Effectiveness. The Contract, as hereby amended, is ratified and confirmed and shall remain unmodified and in full force and effect except as herein expressly amended. This Amendment #3 shall become effective on the date of the last signature below, and approval of the Board of Trustees' compensation committee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Contract, or caused this Amendment #3 to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

_____
Witness

By Robert E. Witt
Robert E. Witt, President
The University of Alabama
Date _____

_____
Witness

Nick L. Saban
Date _____

APPROVED:

_____
Director of Athletics

AMENDMENT #4 TO
HEAD COACH EMPLOYMENT CONTRACT

This Amendment #4 is made as of the date of last signature below, pursuant to section 8.02 of the Head Coach Employment Contract effective January 4, 2007, as previously amended by Amendments #1, #2 and #3 ("Contract"), by and between the Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama (hereinafter "University") and Nick L. Saban (hereinafter "Employee").

1. Cancellation of Amendment #1. Amendment #1 to Head coach Employment Contract is hereby cancelled and rescinded and shall no longer have any force or effect. Paragraph 4.05(a) of the Contract is thereby made effective again and is hereby ratified and confirmed by the parties.

2. Extension of Term. Section 3.01 of the Contract is amended by extending the term of the Contract to January 31, 2020, subject to earlier termination in accordance with the provisions of Article V thereof.

3. Base Salary and Talent Fee. Sections 4.01 and 4.04(d)(5)(ii) of the Contract are amended to provide the following amounts in Base Salary and Talent Fee while employee serves as Head Football Coach, subject to the adjustment provisions of paragraph 3 of Amendment #2 to Head Coach Employment Contract:

Contract Year	Base Salary	Talent Fee
2012 (February 1, 2012 to January 31, 2013)	$245,000	$5,071,666.67
2013 (February 1, 2013 to January 31, 2014)	$245,000	$5,121,666.67
2014 (February 1, 2014 to January 31, 2015)	$245,000	$5,221,666.67
2015 (February 1, 2015 to January 31, 2016)	$245,000	$5,321,666.67
2016 (February 1, 2016 to January 31, 2017)	$245,000	$5,421,666.67
2017 (February 1, 2017 to January 31, 2018)	$245,000	$5,521,666.67
2018 (February 1, 2018 to January 31, 2019)	$245,000	$5,621,666.67
2019 (February 1, 2019 to January 31, 2020)	$245,000	$5,721,666.67

4. Change in Liquidated Damages. The first sentence of section 5.01(e) of the Contract is deleted in its entirety and replaced by the following:

> If the University terminates this Contract without cause prior to its expiration as permitted by Section 5.01(d) hereof, the University shall pay, and Employee agrees to accept, as liquidated damages, an amount equal to the lesser of the amounts calculated according to the following: (i) from the date of approval of this Amendment #4 until its expiration, the amount of Base Salary and Talent Fees due and payable to Employee for the forty-eight (48) month period immediately following a termination without cause by the University; or (ii) the remaining balance of Base Salary and Talent Fees due and payable to Employee through the end of the term this Contract.

5. Construction with Amendment #2 and Amendment #3. In consideration of the additional compensation conferred by this Amendment #4, paragraphs 1, 2, 4 and 5 of Amendment #2 and all of Amendment #3 are hereby cancelled and rescinded and shall no longer have any force or effect.

6. Insurance. Until the Employee is no longer employed as the Head Football Coach at the University, the University agrees to secure on Employee's behalf, and to promptly pay the premium on an annual basis, a term life insurance policy, which policy shall name a beneficiary of Employee's choosing, and shall feature a death benefit equal to $5,000,000.00. Employee acknowledges, understands, and agrees that he shall be responsible for complying with any requirements (i.e. physical exam, etc) necessary to bind and secure such policy. Further, the parties agree that the University shall not be required to secure said insurance policy, should Employee not be insurable at standard or better rates by national insurance companies.

7. Perquisites/Incentives. Paragraph 4.03(b)(1)(iv) is hereby amended to include the Bobby Bowden Award and any other national coach of the year awards of similar import.

8. Effectiveness. The Contract, as hereby amended, is ratified and confirmed and shall remain unmodified and in full force and effect except as herein expressly amended. This Amendment #4 shall become effective on the date of the last signature below, and approval of the Board of Trustees' compensation committee.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #4 to the Contract, or caused this Amendment #4 to the Contract to be executed, on the dates shown below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA

Witness

By Judy Bonner
Judy Bonner, Interim President
The University of Alabama
Date 4/16/12

Witness

Nick L. Saban
Date 4/10/12

APPROVED:

Director of Athletics