

**UNIVERSITY OF MARYLAND
ASSISTANT FOOTBALL COACH AGREEMENT
2011**

THIS UNIVERSITY OF MARYLAND ASSISTANT FOOTBALL AGREEMENT (the 2011 Agreement”) is made this 19th day of January, 2011, by and between the University of Maryland, located in College Park, Maryland and Gary Crowton (“Coach”).

WHEREAS, the University wishes to employ Coach as an Assistant Coach/Offensive Coordinator of its men’s intercollegiate athletic football team; and,

WHEREAS, Coach wishes to be employed as an Assistant Coach/Offensive Coordinator of the University’s intercollegiate athletic football team; and,

WHEREAS, the University and Coach have obtained the necessary legal and financial advice to enter knowingly and willingly into this 2011 Agreement.

NOW THEREFORE, in consideration of the mutual benefits and promises made each to the other and for other good and valuable consideration, the parties agree as follows:

1. **EMPLOYMENT.** Subject to the conditions stated herein, the University hereby employs the Coach as an Assistant Coach/Offensive Coordinator of the men’s intercollegiate athletic football team (the “Team”), and the Coach hereby agrees to and accepts the terms and conditions for said employment set out herein. The Coach shall perform such duties as may be reasonably assigned in connection with the supervision and administration of the football program, and such other duties and responsibilities usual and customary to a BCS assistant coach position in an intercollegiate athletic program, as may be reasonably assigned by the University. The Coach shall work under the immediate supervision of, and report directly to the University of Maryland Head Football Coach (the “Head Coach”), and shall confer with the Head Coach on all matters requiring administrative decisions.

2. **TERM.** The term of this 2011 Agreement shall begin on January 19, 2011 and end on December 31, 2013, unless sooner terminated in accordance with other provisions herein (the “Term”). This 2011 Agreement in no way grants the Coach a claim to tenure in employment or any years of employment attributable to tenure within the University. For the purposes of this 2011 Agreement, a contract year shall be each period from January 1 through December 31 during the Term, except that the first contract year shall be the period from January 19, 2011 through December 31, 2011.

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3. DUTIES. In consideration of the annual salary, other benefits and compensation which may become due and payable to the Coach under the provisions of this 2011 Agreement, the Coach does promise and agree as follows:

3.1. Performance Standards. Faithfully and conscientiously to perform the duties of Assistant Coach/Offensive Coordinator assigned by the Head Coach and the Athletic Director of the University (the "Director") as specified in Paragraph 1, above, with the desired goal of maintaining the high moral and ethical standards commonly expected of the Coach as a representative of the Department of Intercollegiate Athletics at the University.

3.2. Performance Commitment. To devote such time and attention and energy to the duties of Assistant Coach/Offensive Coordinator as are reasonably required to faithfully discharge the duties as set forth herein, and as are reasonably required for promotion of the University's Athletic program; and to avoid any business or professional activities or pursuits that will conflict with the Coach's performance of his duties under this 2011 Agreement, or will otherwise interfere with the University's interests.

3.3. Rules Compliance. To recognize and comply with the laws, policies, rules and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Atlantic Coast Conference (the "ACC") as now constituted or as may be amended during the term hereof. The Coach shall be responsible, through education and monitoring, to ensure all staff, student athletes, guests and other persons under the Coach's direction, supervision, invitation or control comply with the aforesaid policies, rules and regulations. The Coach shall be accountable for violations by any such staff, student athletes and persons, provided, with reasonable foresight and knowledge he should have prevented the occurrence. The Coach shall promptly inform the Compliance Officer of any suspected violation and assist the investigation and reporting thereof. Notwithstanding anything to the contrary contained in this Paragraph 3.3, the parties agree that any desired termination for "Cause" (as defined below) by the University in connection with the provisions of this Paragraph 3.3 shall be governed solely by the provisions and standards set forth in Paragraph 7.3.1.e, below.

3.4. Professionalism and Sportsmanship. To acquit himself at all times in a professional and sportsman-like manner. The Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and

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contracts, and the well-being of its student-athletes. The Coach will avoid profane, discourteous, or insulting behavior towards student-athletes, other teams and coaches, spectators, and members of the media. Notwithstanding anything to the contrary contained in this Paragraph 3.4, the parties agree that any desired termination for "Cause" (as defined below) by the University in connection with the provisions of this Paragraph 3.4 shall be governed solely by the provisions and standards set forth in Paragraph 7.3.1.b, below.

3.5. Agents and Amateurism Compliance. Except as may be authorized in advance by the University's Professional Sports Counseling Panel and thereafter reported to it, to avoid contact with any person known to be acting or have a history of acting as a sports agent, a "runner," or any other individual employed by or performing services for them. Notwithstanding anything in this Paragraph 3.5 to the contrary, the Coach may contact a legal counsel of his choosing concerning this 2011 Agreement and other matters of a professional or legal nature personal to himself. The Coach will observe and enforce the NCAA and University regulations governing amateurism and the relationship between sports agents and student-athletes at the University. In addition, the Coach may speak with sports agents if his intent is to gather information regarding the professional draft prospects/opportunities for any of the team's players who are eligible to enter the next scheduled professional entry draft, and such information is to be used for the benefit of any of the said players when determining whether to enter the draft.

3.6 Academic Progress and Achievement. The Coach agrees that academic progress and achievement of the student-athletes under his supervision is highly important. The Coach agrees to adhere to the University's standards for the academic performance of its student-athletes in his recruitment, supervision and coaching of players. The Coach will support the annual grade-point average goals for the team and be actively involved in remedying absences from classes, tutorial services and study tables. The Coach will diligently follow all directives from the Head Coach and Director concerning these matters.

3.7. Public Appearances. The Coach agrees to be available for media and other public appearances at such times as the University, through the Department of Intercollegiate Athletics, may reasonably designate, so long as any appearance does not conflict with his other duties as Assistant Coach/Offensive Coordinator.

3.8. Outside Income. The Coach agrees to conscientiously observe all University, NCAA and ACC rules pertaining to outside income. These sources include, but are not limited to:

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- a. The Coach will notify the Head Coach and Director before entering into any agreement, arrangement, or contract wherein Coach receives any athletically related income or benefits from sources outside the University. These sources include, but are not limited to:
 1. Annuities;
 2. Sports Camps;
 3. Housing benefits (including preferential housing arrangements);
 4. Country-club memberships;
 5. Complimentary ticket sales;
 6. Television and radio programs;
 7. Endorsement or consultation contracts;
 8. Internet activities, including web sites; and,
 9. Other promotions.

- b. If the Director does not prohibit, in writing and on a reasonable basis such activity, income or benefits within seven days of notice by Coach, the Coach shall be entitled to engage in the activity and receive the income or benefits. Notwithstanding the foregoing, the University agrees that such approval shall only be necessary to the extent University approval is required by the University of all University employees with regard to outside income.

- c. By June 30th of each year, the Coach will submit a written detailed account to the Head Coach and Director describing any athletically related income and benefits received from sources outside the University during the fiscal year. The form of this report shall be determined by the Director. The Head Coach or Director may require reasonable additional or verifying information. The report shall be forwarded to the President's Office.

3.9. Personal Image. With regard to outside income, the Coach, or his duly appointed assignee, reserves the sole right to control the use of his image in any advertising of products or services, subject to the provisions of Paragraph 4.1.5, below. In connection therewith, the Coach is authorized to represent himself as an Assistant Coach/Offensive Coordinator of the University's men's intercollegiate athletic football team during the term of this 2011 Agreement and to appear in clothing containing the University's logos, and/or other insignia, both on and off University premises. It is the Coach's responsibility to consult with his private counsel, the University's Office of Legal Affairs, or the Maryland State Ethics Commission regarding potential conflicts of interest prohibited under Maryland law

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or University policy regarding outside income and/or the use of his personal image. The Coach shall receive instruction about Maryland State Ethics Law by participating in on-line training provided by the Maryland State Ethics Commission.

4. COMPENSATION. In consideration of the Coach's services and performance of this 2011 Agreement, the Coach shall be entitled to Guaranteed Compensation, as set forth in Paragraph 4.1 through 4.1.5, below, and if earned, to additional Potential Compensation as set forth in Paragraph 4.2, below.

4.1. Guaranteed Compensation. Guaranteed Compensation shall consist of an Annual Base Salary, as set forth in Paragraph 4.1.1; compensation for Radio and Television Appearances, as set forth in Paragraph 4.1.2; compensation for Personal Appearances on behalf of the University, as set forth in Paragraph 4.1.3; compensation for Fund Raising Activities, as set forth in Paragraph 4.1.4; and compensation for Service, Equipment, and Apparel Endorsements, as set forth in Paragraph 4.1.5.

4.1.1. Annual Base Salary. In consideration for services and performance of this 2011 Agreement by Coach, the University promises to pay the Coach:

- a. An Annual Base Salary paid at the rate of Three Hundred Seventy Five Thousand Dollars (\$375,000) per calendar year in equal installments at the end of each University pay period.
- b. Annual Base Salary may be subject to the same furlough and temporary salary reduction measures that may be imposed from time-to-time by the University on its exempt employees.
- c. Subject to any applicable provision of law or University System of Maryland Board of Regents' policy, an annual increase in Annual Base Salary to be effective in each fiscal year following the first calendar year of this 2011 Agreement. This increase will be comprised of a cost-of-living increase when authorized by the State of Maryland for exempt employees of the University and in an amount no less than the authorized amount; and a merit pay increase in an amount to be determined by the Director.
- d. Unless prohibited by law, including pertinent limits imposed by Internal Revenue Code Regulations, the University shall contribute no

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less than 7.25% of the Coach's Annual Base Salary during the continuance of the Coach's employment hereunder to an Optional Retirement Program account established in his name.

4.1.2. Radio and Television Appearances. The University, through the Department of Intercollegiate Athletics, shall be obligated to exercise reasonable efforts to obtain radio and television appearances for the Coach. Any revenue generated by such appearances shall be the sole and exclusive property of the University. The Coach shall comply in all material respects with such reasonable requests. In each contract year, the University will pay the Coach Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250) for Coach's radio and television appearances. Payment for these appearances shall be made quarterly on March 1st, June 1st, September 1st and December 1st of each contract year in the amount of Seven Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$7,812.50) per payment. These payments are not included in Annual Base Salary for the calculation of the retirement benefits or annual percentage increases set forth in Paragraph 4.1.1.c. and d, above.

4.1.3. Personal Appearances on Behalf of University. The Coach shall be available for media and other public or private appearances at such times and places as the University, through the Director, may reasonably require and reasonably determine to be beneficial to promoting the University and its Intercollegiate Athletics Program. The Coach shall comply in all material respects with such reasonable requests. In each contract year, the University will pay the Coach Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250) for Coach's personal appearances. Payment for these appearances shall be made quarterly on March 1st, June 1st, September 1st, and December 1st of each contract year in the amount of Seven Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$7,812.50) per payment. These payments are not included in Annual Base Salary for the calculation of the retirement benefits or annual percentage increases set forth in Paragraph 4.1.1.c. and d, above.

4.1.4. Fund Raising Activities. The Coach shall be available for public and private fund raising and development activities at such times and places as the University, through the Director, may reasonably require and reasonably determine to be beneficial to the University and its Intercollegiate Athletics Program. The Coach will comply in all material respects with such reasonable requests. Fund raising shall include, but is not limited to,

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activities to foster the continued growth of the Terrapin Club and the Maryland Gridiron Network, to cultivate potential donors, and to solicit major gifts. It is understood that the Director might reasonably require the Coach to participate in events organized by sponsors of the Intercollegiate Athletics program. In each contract year, the University will pay the Coach Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250) for Coach's fund raising activities. Payment for these services shall be made quarterly on March 1st, June 1st, September 1st, and December 1st of each contract year in the amount of Seven Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$7,812.50) per payment. These payments are not included in Annual Base Salary for the calculation of the retirement benefits or annual percentage increases set forth in Paragraph 4.1.1.c. and d, above.

4.1.5. Service, Equipment and Apparel Endorsements. The University reserves the right to contract with commercial firms regarding the procurement or endorsement of equipment, apparel or services that may be worn or used by student-athletes or Athletic Department personnel in practices and public performances. Any revenue generated by such agreements shall be the sole and exclusive property of the University. In any one contract year, the Coach agrees to personally appear on behalf of the University up to four (4) times in connection with any service, equipment or apparel agreement, provided such appearances are at times and places mutually convenient and compatible with the Coach's other University responsibilities. The Coach shall comply in all material respects with such reasonable requests. The Coach will be reimbursed for all reasonable expenses incurred by him at the direction of the University in the performance of his obligations under this Paragraph as are permitted under University reimbursement policies. In each contract year, the University will pay the Coach Thirty One Thousand Two Hundred and Fifty Dollars (\$31,250) for the use of Coach's said services. Payment for these services shall be made quarterly on March 1, June 1, September 1, and December 1 of each contract year in the amount of Seven Thousand Eight Hundred and Twelve Dollars and Fifty Cents (\$7,812.5) per payment. These payments are not included in Annual Base Salary for the calculation of retirement benefits or annual percentage increases set forth in Paragraph 4.1.1.c and d, above.

4.2. Potential Compensation. The Coach is assigned performance goals as set forth below; if met, Coach shall receive additional compensation as set forth below. Each performance will be separately compensated, but taken together will amount to a maximum of One Hundred and Ten Thousand Dollars (\$110,000); it is agreed

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that such amount shall be negotiated if the parties mutually agree to extend or renew this 2011 Agreement. These payments are not included in Annual Base Salary for the calculation of retirement benefits or annual percentage increases set forth in Paragraph 4.1.1c. and d., above.

4.2.1 Academic Goals: Graduation Rates. Beginning with academic year Fall 2012-Spring 2013, and for each subsequent academic year during the term of this 2011 Agreement, the Coach will be eligible to receive additional compensation depending on the graduation rates of student-athletes in the men's intercollegiate football program. "Graduation Rate" shall mean the six-year graduation rate as reported by the NCAA for the most recent report. For the purpose of calculating these graduation rate percentages, fractions will be rounded to the nearest whole number. Graduation Rate compensation is not cumulative in nature. The maximum annual compensation available under this Paragraph 4.2.1 is Five Thousand Dollars (\$5,000). Graduation Rate compensation shall be paid to the Coach within sixty (60) days from the date the NCAA report is available to the University.

- a. The University will pay the Coach Five Thousand Dollars (\$5,000) if the graduation rate of the men's football program is greater than or equal to 85%; or,
- b. The University will pay the Coach Two Thousand Five Hundred Dollars (\$2,500) if the graduation rate of the men's football program is less than 85%, but greater than or equal to 75%; or,
- c. The University will pay the Coach One Thousand Dollars (\$1,000) if the graduation rate of the men's football program is less than 75%, but greater than or equal to 65%.

4.2.2. Academic Goals: Academic Performance Rating ("APR"). Beginning with the academic year Fall 2011-Spring 2012, and for each subsequent academic year during the term of this 2011 Agreement, the Coach will be eligible to receive additional compensation depending on the APR rates of student-athletes in the men's intercollegiate football program. "APR" shall mean the rate as reported by the NCAA for the most recent report. For the purpose of calculating these APR percentages, fractions will be rounded to the nearest whole number. APR compensation is not cumulative in nature. The maximum annual compensation available under this Paragraph 4.2.2 is Five Thousand Dollars (\$5,000). APR compensation

shall be paid to the Coach within sixty (60) days from the date the NCAA report is available to the University.

- a. The University will pay the Coach Five Thousand Dollars (\$5,000) for an APR greater than or equal to .950.
- b. The University will pay the Coach Two Thousand Five Hundred Dollars (\$2,500) for an APR rate less than .950, but greater than or equal to .940.

4.2.3. Competitive Goals. Beginning with academic year Fall 2011-Spring 2012, and for each subsequent academic year during the term of this 2011 Agreement, the Coach will be eligible to receive additional compensation in the amounts set forth below for achieving the following competition performance goals, on the condition, however, that the Coach is both employed by the University and coaches in the specified competition. Competitive compensation is not cumulative in nature. The maximum annual compensation available under this Paragraph 4.2.3 is One Hundred Ten Thousand Dollars (\$100,000).

- a. ACC Championship Game - Non-cumulative with a maximum attainable of \$30,000:
 - Participate: \$15,000.
 - Win: \$30,000.
- b. Bowl Participation - Non-cumulative with a maximum attainable of \$35,000:
 - Non-BCS Bowl Participant: \$10,000.
 - BCS Bowl Participant: \$25,000.
 - BCS Bowl Championship Participant: \$35,000.
- c. Bowl Outcomes - Non-cumulative with a maximum attainable of \$35,000:
 - Win Non-BCS Bowl: \$10,000.
 - Win BCS Bowl: \$25,000.
 - Win BCS Championship \$35,000.

4.3. Benefits and Other Employment Rights. Except as herein provided, the Coach shall be entitled to the same health, insurance, tuition remission, and sick leave benefits that are provided to the University's Exempt Employees. Annual Leave and Holiday Leave are benefits provided under this 2011 Agreement. The Coach is not eligible to use University or other State employee grievance procedures. The Coach may, however, bring work disputes to the attention of the Director (or designee). The Coach is covered by applicable federal and State of Maryland equal employment opportunity statutes.

4.4. Withholding and Deductions. Guaranteed Compensation amounts set forth in Paragraph 4.1 and Potential Compensation amounts set forth in Paragraph 4.2 shall be subject to the same payroll deductions (for example, federal and State taxes and FICA withholding) s apply to the University's Exempt Employees and as may be required by law. It is the responsibility of the Coach to report the value of tickets and other items of value received by him under this 2011 Agreement, and to otherwise determine his obligations under federal and State tax provisions.

4.5. Outside Income. If the Coach desires to engage in any endorsement, consulting, broadcasting or other activities for which he will receive athletically related income or benefits from sources outside the University, he shall comply with Paragraph 3.8, above, and shall be responsible for considering conflict-of-interest issues set forth in Paragraph 3.9, above.

5. RELOCATION AND MOVING ASSISTANCE. To facilitate the relocation and moving of Coach and his family from Louisiana to Maryland, the University agrees to provide the Coach a relocation allowance in the total amount of Thirty Seven Thousand Five Hundred Dollars (\$37,500).

6. ADDITIONAL FINANCIAL MATTERS

6.1. Travel. The Coach shall conduct such travel as is necessary to carry out his duties as Assistant Football Coach/Offensive Coordinator and shall be entitled to reimbursement for travel expenses pursuant to the University's rules and normal rates.

6.2. Automobile Allowance. The University will provide the Coach with Five Hundred Dollars (\$500) a month during the term of this 2011 Agreement to lease an automobile (s) for his personal use. Payment will be made in equal installments

at the end of each regular University pay period. Anything to the contrary notwithstanding in this Paragraph 6.2, the Coach may use the automobile allowance as he sees fit.

6.3 Tickets. In each calendar year of this 2011 Agreement, the Coach shall be eligible to receive the complimentary tickets listed below. The Coach will not offer these tickets for use by a person working (or who has worked) as a sports agent without the prior written approval of the Director. The Coach may, however, offer tickets to his personal contract representatives for their personal use. Subject to NCAA rules, the use of these tickets may, however, under some circumstances be prohibited by the Maryland State Public Ethics Law, including provisions concerning the solicitation of gifts and conflict of interest. It is the Coach's responsibility to consult with his private counsel, the University's Office of Legal Affairs, or the Maryland State Ethics Commission before selling his tickets or exchanging them for any tangible benefit.

- a. Six (6) regular season tickets for each University home varsity football game;
- b. Six (6) regular season tickets for each University away varsity football game;
- c. Four (4) regular season tickets for each University men's home varsity basketball game;
- d. Four (4) regular season tickets for each University women's home varsity basketball;
- e. Six (6) tickets to each post-season University varsity football competition.

6.4. Cellular Phone Allowance. The University will provide the Coach with a One Hundred and Twenty Dollars (\$120) per month phone allowance towards the payment of cellular phone services. Payment will be made in equal installments at the end of each regular University pay period. Anything to the contrary notwithstanding in this Paragraph 6.4, the Coach may the cellular phone allowance as he sees fit.

7. TERMINATION. Notwithstanding Paragraph 2, above, this 2011 Agreement shall terminate upon the occurrence of any of the following contingencies, and except for the payment of any salary or other compensation, or installments thereof, which have accrued for service performed as of the date of termination, the rights and obligations of the parties shall cease (it being understood that all compensation detailed in Paragraph 4.2 above shall

be deemed to have been accrued on the day that the corresponding goals/thresholds/accomplishments have been attained, and not on the date that payments are due):

7.1. Death or Permanent Disability. Termination shall occur in the event of the Coach's death or permanent disability. A disability shall be considered permanent for the purposes of this Paragraph 7.1 if the Coach is unable to perform his normal and customary duties for a continuous period in excess of 180 days.

7.2. Resignation or Acceptance of Other Employment. Termination shall occur in the event of the Coach's resignation or retirement from University employment in violation of Paragraph 9, below, of this 2011 Agreement.

7.3. Cause. The Director may terminate the Coach for "Cause;" provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director. The decision of the Director shall be the final decision of the University.

7.3.1. Definition of Cause. "Cause" for the purposes of Paragraph 7 of this 2011 Agreement shall be defined as:

- a. Material misconduct which is defined as wrongful, immoral (meaning inconsistent with the professional standards of conduct of an intercollegiate assistant coach) or unlawful conduct which adversely affects the Coach's ability to meet the performance standards and performance commitment set out in Paragraph 3.1 and 3.2 of this 2011 Agreement; or,
- b. Repetitive unprofessional or unsportsmanlike behavior, provided the Coach has previously received written notice of the same and a prior reasonable opportunity to cure; or,
- c. A material act of insubordination or repeated acts of insubordination, provided the Coach has previously received written notice of the same and a prior reasonable opportunity to cure; or,
- d. Failure to substantially fulfill the material duties and obligations established in this 2011; provided, however, such duties and obligations specifically exclude the Coach's win and loss record; and

provided further, the Coach has previously received written notice of the failure and a prior reasonable opportunity to cure; or,

- e. A finding, not a mere allegation, by the University or by the NCAA or by the ACC of a major violation or repetitive secondary violations of NCAA or ACC bylaws, standards or rules.

7.3.2. Suspension Pending Determination of Cause for Termination.

The Director may suspend (with or without pay) the Coach pending an investigation or decision relating to the existence of Cause for termination; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard regarding suspension in a meeting with the Director. A suspension without pay under this Paragraph 7.3.2 shall not extend beyond thirty (30) work days. The Coach may appeal any action taken by the Director under this Paragraph 7.3.2 to the President of the University. The President shall process the appeal in the same manner as are grievances of Exempt Employees of the University (a “Grievance”). The decision of the President shall be the final decision of the University. Coach shall be entitled to receive payments which were withheld pursuant to a suspension under this Paragraph 7.3.2 in the event that a Grievance in connection thereto is decided in Coach’s favor and/or a final determination is made by the NCAA that the Coach did not violate the NCAA Constitution or its Operating Bylaws.

7.4. End of Service of Head Football Coach. Termination shall occur in the event and on the day that Randy Edsall’s service as Head Coach of the Team shall end.

7.5. Best Interest of the University. In addition to the reasons for termination set forth in Paragraphs 7.1, 7.2, and 7.3, this 2011 Agreement may be terminated by the University whenever the University determines that termination is in its best interests. Any such termination shall be effected by delivery to the Coach of a written Notice of Termination specifying the date upon which such termination becomes effective. In the event of a termination pursuant to this clause, the Coach shall be entitled to following payments, which the parties agree shall be deemed a reasonable formula for liquidated damages and not as a penalty because damages to the Coach upon termination are difficult presently and accurately to estimate.

7.5.1. Guaranteed Compensation. The Coach shall be entitled to

continue to receive the Guaranteed Compensation set forth in Paragraph 4.1, above, (comprising Annual Base Salary, Radio and Television Appearance compensation, Personal Appearance compensation, Fund Raising Activities compensation, and Service, Equipment and Apparel Endorsement compensation) for the remaining portion of the term of this 2011 Agreement or any extension thereof, as if he were still employed; and,

7.5.2. Potential Compensation. The Coach shall be entitled to receive payment of any Potential Compensation set forth in Paragraph 4.2, above, (comprising compensation for Academic and Competition Goals) which accrued prior to the effective date of termination.

7.5.3. Other Employment. Notwithstanding anything to contrary in this Paragraph 7.5 and 7.5.1, above, in the event the Coach secures other employment or performs consulting during the remaining portion of the term of this 2011 Agreement or any extension thereof, he is obligated to notify the University in writing of the terms of that employment or consulting, including salary and any additional compensation. The University has the right to reduce its continuing payment obligations to the Coach for Guaranteed Compensation under Paragraph 7.5.1 to the extent that he earns salary and additional compensation during the term of this 2011 Agreement had naturally expired. Failure to notify the University as required under this Paragraph 7.5.3 shall be considered a material breach of this 2011 Agreement, and shall relieve the University from all future obligations to make payments to the Coach under the Agreement.

8. ACTIONS OTHER THAN TERMINATION

8.1. Disciplinary Action. Notwithstanding anything in Paragraph 7.3, above, in the event the Director has a reasonable belief that the Coach engaged in misconduct or neglect of the character described therein, it shall lie in the discretion of the Director to take action other than termination; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Director. The decision of the Director shall be the final decision of the University. Actions the Director may take include, but are not limited to, a written reprimand, a suspension with pay, a suspension up to 45 days without the Guaranteed Compensation set forth in Paragraph 4.1, above, forfeiture of future Potential Compensation or other benefits; loss of a planned salary increment or merit raise, probation, or permanent reassignment.

8.2. Suspension Pending Determination of Basis for Discipline. The Director may suspend the Coach with or without pay pending an investigation, decision or other matter relating to the existence of grounds for disciplinary action under this Paragraph 8. A suspension without pay under this Paragraph 8.2 shall not extend beyond thirty (30) work days. The Coach may appeal a suspension by the Director under this Paragraph 8.2 to the President of the University. The President shall process the appeal in the same manner as are Grievances of Exempt Employees of the University. The decision of the President shall be the final decision of the University. Without limitation, Coach shall be entitled to receive payments which were withheld pursuant to a suspension under this Paragraph 8.2 in the event that a Grievance in connection thereto is decided in the Coach's favor.

9. OTHER EMPLOYMENT.

9.1. Unique Services. The Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as an assistant intercollegiate football coach and offensive coordinator which, in addition to future acquisitions of coaching experience at the University, as well as the University's special need for continuity in its football program, will render the Coach's services unique. The Coach recognizes that the loss of Coach's services to the University, without University approval and release, prior to the expiration of the term of this 2011 Agreement, or any extension thereof, would cause inherent programmatic and financial losses to the University, including expenses associated with the search for a new Assistant Coach/Offensive Coordinator, disruption of recruiting, disruption to training, disruption to fund-raising activities and loss of revenue from ticket sales.

9.2. Coach Shall Notify University. The Coach agrees not to personally or through any agent actively seek or negotiate other employment of any nature (including delivery of Volunteer Employment or work as an independent contractor) during the term of this 2011 Agreement and any extensions thereof without first having advised the Head Coach and Director of the intention to do so, and shall not accept or perform such employment or services without first obtaining a release from this 2011 Agreement. Failure to perform the requirements set out in this Paragraph 9.2 shall constitute a material breach of this 2011 Agreement.

9.3. Release from Agreement. If the Coach seeks release from this 2011 Agreement prior to its normal expiration in order to accept other employment or

perform consulting services during the remaining portion of its term or any extension thereof, then as a condition of release or as a consequence of such other employment or acts, Coach shall pay the University an amount equal to the Guaranteed Compensation set forth in Paragraph 4.1, above, (comprising Annual Base Salary, Radio and Television Appearance compensation, Personal Appearance compensation, Fund-Raising Activities compensation, and Service, Equipment and Apparel Endorsement compensation) for the remaining portion of the term of this 2011 Agreement or any extension thereof, as if he had not left University employment.

9.3.1 The parties agree this payment shall be deemed a reasonable formula for liquidated damages and not a penalty because damages to the University by the Coach's departure and failure to perform his coaching duties are difficult presently and accurately to estimate.

9.3.2 Notwithstanding anything in this Paragraph 9.3 to the contrary, in the event that (a) the Coach seeks release from this Agreement in order to accept an offer of employment as the head coach at another NCAA institution or as a coach in the National Football League and (b) such release or act occurs after completion of the 2011 football season (including any postseason championship or bowl game), then the provisions in Paragraph 9.3, above, shall not apply.

10. RELATIONSHIP BETWEEN THE PARTIES. The relationship between the Coach and the University shall be determined solely by the terms and conditions of this 2011 Agreement.

11. LIMITATION OF REMEDIES. The parties agree that neither party shall be liable for any collateral or consequential damages of any kind, including damages for lost collateral business opportunities or compensation arrangements set forth herein, or for costs and attorney fees in the event of a breach hereunder unless otherwise expressly agreed in this 2011 Agreement.

12. ASSIGNMENT. Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this 2011 Agreement.

13. GOVERNING LAW. This 2011 Agreement shall be governed by and construed under the laws of the State of Maryland without regard to principles of conflicts of law.

The Coach consents to exclusive jurisdiction and venue of the Circuit Court of Maryland for Prince George's County, Maryland, and agrees to waive his right to assert that this forum lacks personal jurisdiction over him or is an inconvenient forum for resolving any underlying dispute between the parties; provided, however, with respect to any federal causes of action that may arise between the parties, which are expressly and exclusively reserved to the courts of the United States by statute or the Constitution, the United States District Court for the District of Maryland shall be the proper venue; provided further, nothing in the operation of this 2011 Agreement as a whole or in this Paragraph 13 shall act as or constitute a waiver of the Eleventh Amendment immunity of the State of Maryland or its instrumentality and agency, the University of Maryland.

14. SEVERABILITY. If any provision of this 2011 Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.

15. MODIFICATIONS. This 2011 Agreement constitutes the entire understanding between the University and the Coach and supersedes all other agreements and understandings, oral or otherwise, and may not be altered except by a written amendment duly executed by both parties.

16. DISCLOSURE. This 2011 Agreement is subject to public disclosure under Maryland law.

17. HEADINGS. The headings, captions, and paragraph numbers appearing in this 2011 Agreement are inserted only as a matter of convenience and do not define, limit, explain, or modify the scope or intent of such sections, nor in any way affect this 2011 Agreement.

18. NEPOTISM. The Coach agrees that with respect to the football coaching staff, a supervisor-subordinate employment relationship shall not directly or indirectly exist between family members, nor shall one member of a family assume for the other the role of advocate or judge with respect to conditions of employment or promotion. If a supervisor-subordinate relationship between family members develops during employment, the Coach must promptly notify the Director, who will take action to ensure that the supervisor-subordinate relationship does not continue; such action may include transfer, reassignment or removal of one or more family members. If members of the same family are recommended to work for the same supervisor, the arrangement shall be approved in advance by the Director and President (or their designees). No appointment of a family member may be made without such approval. For purposes of this Paragraph

18, "family member" means spouse, children, parent of employee or spouse, brother or sister of employee or spouse, grandparents or grandchildren of employee or spouse, brothers- and sisters-in-law of employee or spouse, sons- and daughters-in-law of employee or spouse or any person residing permanently with the employee, or part of the employee's household, or financially dependent upon the employee.

19. COACH'S REPRESENTATIONS. In executing this 2011 Agreement, the Coach represents to the University that he has not been reprimanded by the NCAA or any previous employer on account of an NCAA major violation or a series of secondary violations; that he is not being investigated as a party involved in a pending major or a secondary NCAA violations review; and that he has not been arrested, pleaded guilty to, or convicted of any crime (excluding minor traffic offenses) not heretofore fully disclosed by him to the Head Coach and Director. The Coach's representation regarding these matters is a material condition of this 2011 Agreement.

20. NOTICE. Any notice required or permitted to be given hereunder shall be sent in writing and delivered personally or by certified mail return receipt requested, postage prepaid, to the person named herein.

If to the Coach:

Gary Crowton
Department of Intercollegiate Athletics
Gossett Football Team House
University of Maryland
College Park, Maryland

If to the University:

Kevin Anderson
Athletic Director's Office
Comcast Center
University of Maryland
College Park, Maryland 20740

A copy shall be sent to Executive Assistant to the President & Chief Counsel, c/o Office of the President, University of Maryland, College Park, Maryland 20742. A copy shall also be sent to Donald H. Yee, Yee & Dubin Sports LLC, 725 S. Figueroa Street, Suite 3085, Los Angeles, CA 90017.

(19)

IN WITNESS WHEREOF, the Coach and the authorized representative of the University have executed this 2011 Agreement effective on the day and date first set forth above.

Witness

Gary Crowton, Coach

Witness

Kevin Anderson, Athletic Director