

**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:

<u>Contract Year</u>	<u>Base Salary</u>	<u>Talent Fee</u>
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 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 5 <sup>th</sup> year)
January 15, 2015	\$1,700,000 (upon completion of 8 <sup>th</sup> year)
January 15, 2018	\$1,700,000 (upon completion of 11 <sup>th</sup> 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.

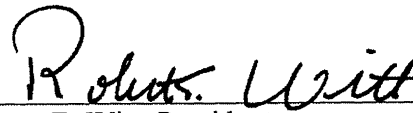
**6. Effectiveness.** The Contract, as hereby amended, is ratified and confirmed and shall remain unmodified and in full force and effect except as herein expressly amended. This Amendment #2 shall become effective on the date of the last signature below, and approval of the Board of Trustees' compensation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

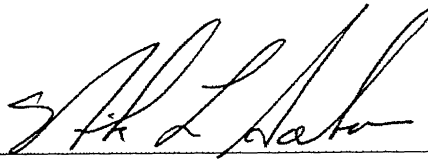


Robert E. Witt, President  
The University of Alabama

Date

9-9-09

\_\_\_\_\_  
Witness



Nick L. Saban

Date \_\_\_\_\_

APPROVED:

  
Director of Athletics