

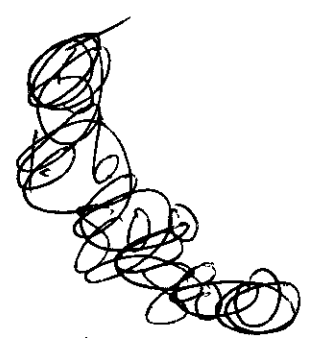
Contract Terms for Charlie Strong

BD August 2, 1960

Today's date: December 9, 2009
Beginning date: December 10, 2009
Term: Five Years (Thru June 30, 2015)
Football Annual Base Salary: \$800K (Guaranteed per contract terms)
Media Base Salary: \$800K (Guaranteed per contract terms)
Total base subject to incentives and annual increases: \$1.6M

Achievement Bonuses:

- a. Football team is Conference Champion or Co-Champion \$25K
- b. Post Season Bowl Bonus to be 1/12 of total base salary
- c. If football team is ranked in top 25 of the final ESPN/USA Today or Associated Press, Coach shall receive a bonus of \$25,000. If team is ranked in top 10, bonus shall be \$50,000 in lieu of Top 25 bonus.
- d. BCS Bowl participant, Coach shall receive \$100,000 bonus.
- e. If team participates in the BCS Championship Game, Coach will be entitled to \$50,000 bonus.
- f. If team shall win the BCS National Championship Game, Coach will be entitled to additional bonus of \$50,000.
- g. If Coach is selected as "Big East Coach of the Year", Coach will be entitled to a \$50,000 bonus.
- h. If Coach is selected as "National Coach of the Year", Coach will be entitled to a \$50,000 bonus.
- i. GPA Incentive-Employee shall be entitled to the following bonuses for academic achievement by the members of the football team receiving athletic



grants ("Scholarship Players") during any academic year while under the direction of the Head Coach:

1. Collective GPA's of 2.5-2.74	\$25,000
2. Collective GPA's of 2.75-3.0	\$50,000
3. Collective GPA's of 3.0 and higher	\$75,000

The above bonuses are non-cumulative.

h. APR Incentive-If the APR as determined by the UL Athletic Compliance Department is 950 or above in a given year, the Employee shall be entitled to a bonus of \$50,000. The APR is computed by UL Athletics in October following the fiscal year. (For example, the APR for 2009-10 will be calculated in October 2010. If rate for 2009-10 is 950 or above, Coach will receive bonus of \$50,000 in November 2010 for incentive earned for 2008-09.)

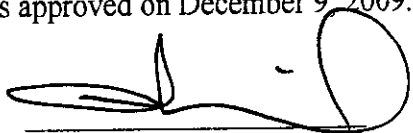
Other Incentives:

- a. If Coach is employed as Head Coach at University of Louisville on June 30, 2015, Coach shall be entitled to an "Incentive Completion Bonus" of \$1.25M.
- b. If Coach is employed as Head Coach at University of Louisville on June 30, 2015, Coach will receive a \$1M Annuity at the age of 65.
- c. Coach shall receive two courtesy cars..
- d. One month paid vacation per year.
- e. Housing allowance of \$2,500 per month (January-December) to be paid until the sooner of sale of Coach's residence in Florida or the expiration of twelve months.
- f. Golf Membership at the Cardinal Club and another golf membership at a Louisville Country Club to be mutually agreed upon by Coach and AD.
- g. Buyout provision: If Coach terminates his contract with University of Louisville, Coach shall pay to University liquidated damages as follows:
 1. Before January 1, 2011 \$1M
 2. January 1, 2011-December 31, 2011 \$800K
 3. January 1, 2012-December 31, 2012 \$600K
 4. January 1, 2013-December 31, 2013 \$400K
 5. January 1, 2014-December 31, 2014 \$200K

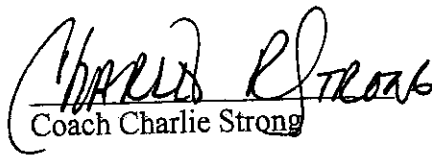
All of the above terms are subject to review and signature of final contract.

Terms approved on December 9, 2009.

By:



Tom Jurich



Coach Charlie Strong