

AMENDMENT TO HEAD COACH AGREEMENT
Amendment Number Four

This Amendment is made this 1st day of September, 2008 by and between The University of Texas at El Paso ("UTEP") and Michael Bruce Price ("Price").

WHEREAS, on December 21, 2003, UTEP and Price entered into a HEAD COACH AGREEMENT ("Agreement"), whereby Price was employed by UTEP as Head Football Coach for the Men's Intercollegiate Football Program ("Program"), which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, on September 1, 2005, UTEP and Price entered into an Amendment to the Head Coach Agreement ("Amendment Number One") which added certain terms and conditions to the Agreement and extended the term of the Agreement, which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, on September 1, 2006, UTEP and Price entered into an Amendment Number Two to the Head Coach Agreement ("Amendment Number Two") which added certain terms and conditions to the Agreement and extended the term of the Agreement, which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, on September 1, 2007, UTEP and Price entered into an Amendment Number Three ("Amendment Number Three") which further added certain terms and conditions to the Agreement and again extended the term of the Agreement, which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, UTEP and Price agree that certain additional amendments need to be made concerning the terms of the Agreement in order clarify the intent of the parties, and to extend the term of the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Section I. TERM**, shall be and is hereby amended to read as follows:

Subject to the terms and conditions of this Agreement, UTEP will employ Price as Head Football Coach for the Men's Intercollegiate Football Program ("Program") for the period beginning December 21, 2003, and ending August 31, 2013.

2. **Section III. COMPENSATION**, shall be and is hereby amended as follows:

Paragraph A. Annual Salary, first sentence, shall be and is hereby amended to read as follows:

Effective September 1, 2008, the Annual Salary for duties performed by Price under this Agreement shall be \$267,800, payable in twelve (12) monthly installments.

HEAD FOOTBALL COACH


Michael Bruce Price

Date

8/28/08

AMENDMENT TO HEAD COACH AGREEMENT
Amendment Number Three

This Amendment is made this 1st day of September, 2007 by and between The University of Texas at El Paso ("UTEP") and Michael Bruce Price ("Price").

WHEREAS, on December 21, 2003, UTEP and Price entered into a HEAD COACH AGREEMENT ("Agreement"), whereby Price was employed by UTEP as Head Football Coach for the Men's Intercollegiate Football Program ("Program"), which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, on September 1, 2005, UTEP and Price entered into an Amendment to the Head Coach Agreement ("Amendment Number One") which added certain terms and conditions to the Agreement and extended the term of the Agreement, which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, on September 1, 2006, UTEP and Price entered into an Amendment Number Two to the Head Coach Agreement ("Amendment Number Two") which further added certain terms and conditions to the Agreement and again extended the term of the Agreement, which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, UTEP and Price agree that certain additional amendments need to be made concerning the terms of the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Section I. TERM**, shall be and is hereby amended to read as follows:

Subject to the terms and conditions of this Agreement, UTEP will employ Price as Head Football Coach for the Men's Intercollegiate Football Program ("Program") for the period beginning December 21, 2003, and ending August 31, 2012.

2. **Section III. COMPENSATION**, shall be and is hereby amended as follows:

Paragraph A. Annual Salary., first sentence, shall be and is hereby amended to read as follows:

Effective September 1, 2007, the Annual Salary for duties performed by Price under this Agreement shall be \$260,000, payable in twelve (12) monthly installments.

Paragraph F. Performance Incentive., shall be and is hereby amended in its entirety to read as follows:

When the coaching efforts of Price result in the football team being recognized in any of the following ways, Price will be paid a Performance Incentive in the amount indicated below:

- | | |
|---|---|
| 1. Winning Season | One month base annual salary* |
| 2. Conference USA Championship | One-month base annual salary* |
| 3. Conference USA Western Division
Champion | One month base annual salary* |
| 4. NCAA Sanctioned Post-Season Play
(Bowl Appearance) | One month base annual salary* |
| 5. Major Bowl Appearance | Two months base annual salary* for
\$1.5 million plus pay-out Bowl |
| 6. Finish in Top 25 of Nationally Recognized
Final Season Poll | One month base annual salary* |
| 7. Conference USA Coach of the year | One month base annual salary* |
| 8. National Coach of the Year designation
by nationally recognized poll/assoc. | One month base annual salary* |
| 9. Multi-year APR Published (MAAC Report)
Score of 925 or above | One month base annual salary* |
| 10. NCAA Championship | \$100,000 |

*Annual Salary as provided in Section III. Paragraph A.

Paragraph H. Ticket Incentive Supplement., shall be and is hereby amended in its entirety to read as follows:

3. For season tickets, Price will receive \$10.00 per ticket issued over 10,000, as reported by the Miner Athletics Season Ticket Office's ARCHTICS Season Ticket Audit Report. "Family packs" count as two season tickets.

4. For all home games, Price will receive \$1.00 per person in attendance as reported by the University Ticket Center's TicketMaster audit under the heading of "TOTAL ATTENDANCE".


7. Delete in its entirety.

3. **Section VII. TERMINATION, second paragraph**, shall be and is hereby amended to read as follows:


In the event Price accepts employment as a Head Football Coach at another Division IA University or as a coach in the National Football League (NFL) (except as permitted under Article VI) prior to termination of this Agreement, August 31, 2012, Price will pay UTEP one year's base annual salary, as stated in Section III. Paragraph A above, within sixty (60) days following Price's departure from UTEP.

4. Except as herein amended, all terms and conditions of the December 21, 2003 Agreement, the September 1, 2005 Amendment Number One, and the September 1, 2006 Amendment Number Two, by and between UTEP and Price shall remain in full force and effect.

THE UNIVERSITY OF TEXAS AT EL PASO

By  Date 8/2/07
Cynthia Vizcaino Villa, Vice President
for Business Affairs

By  Date 7/23/07
Robert Stull, Director of Athletics

HEAD FOOTBALL COACH
 Date 7/23/07
Michael Bruce Price

**AMENDMENT TO HEAD COACH AGREEMENT
Amendment Number Two**

This Amendment is made this 1st day of September, 2006 by and between The University of Texas at El Paso ("UTEP") and Michael Bruce Price ("Price").

WHEREAS, on December 21, 2003, UTEP and Price entered into a HEAD COACH AGREEMENT ("Agreement"), whereby Price was employed by UTEP as Head Football Coach for the Men's Intercollegiate Football Program ("Program"), which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, on September 1, 2005, UTEP and Price entered into an Amendment to the Head Coach Agreement ("Amendment") which added certain terms and conditions to the Agreement and extended the term of the Agreement, which is incorporated by reference and made a part hereof for all purposes; and

WHEREAS, UTEP and Price agree that certain additional amendments need to be made concerning the terms of the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Section I. TERM**, shall be and is hereby amended to read as follows:

Subject to the terms and conditions of this Agreement, UTEP will employ Price as Head Football Coach for the Men's Intercollegiate Football Program ("Program") for the period beginning December 21, 2003, and ending August 31, 2011.

2. **Section III. COMPENSATION**, shall be and is hereby amended as follows:

Paragraph A. Annual Salary., first sentence, shall be and is hereby amended to read as follows:

Effective September 1, 2006 the Annual Salary for duties performed by Price under this Agreement shall be \$250,000, payable in twelve (12) monthly installments.

Paragraph F. Performance Incentive., shall be and is hereby amended in its entirety to read as follows:

When the coaching efforts of Price result in the football team being recognized in any of the following ways, Price will be paid a Performance Incentive in the amount indicated below:

1. Winning Season One-month base salary