

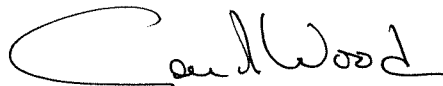
Dear Ms. Upton,

I am responding to your request – pursuant to the Virginia Freedom of Information Act – for information on salary for Coach Al Groh.

Coach Groh's base salary, effective July 1, 2007, is \$264,600. His supplemental income is \$1,609,650, effective 12/20/06.

His most recent outside income report, which is for 2006 and is attached, lists \$1,000 from the Roanoke Valley Sports Club, \$66,000 for a BMW dealer car, \$35,000 for a Nissan dealer car (spouse), and \$2,546 for dues for Glenmore Country Club.

Kind regards,

A handwritten signature in cursive script that reads "Carol S. Wood". The signature is written in black ink and is positioned above the typed name and title.

Carol S. Wood  
Assistant Vice President  
Public Affairs

**AMENDED AND RESTATED UNIVERSITY OF VIRGINIA  
HEAD FOOTBALL COACH'S EMPLOYMENT AGREEMENT**

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** effective as of January 1, 2005, is between The Rector and Visitors of the University of Virginia (the "University"), and Albert M. Groh II (the "Coach").

**WHEREAS**, the University employs the Coach as the head football coach of the University's intercollegiate football program (the "Head Football Coach") pursuant to the Employment Agreement, effective as of January 1, 2001, between the University and the Coach (the "Employment Agreement"); and

**WHEREAS**, in view of the quality, reputation and potential of the University's intercollegiate football program (the "Football Program" or the "Football Team"), the professional stewardship and responsible leadership provided and to be provided by the Coach, the highly competitive nature of the market for head football coaches, as well as the dramatic changes in such market since the University and the Coach entered into the Employment Agreement, and to ensure the continuity and the academic and athletic success of the Football Program, the University and the Coach wish to amend and restate the Employment Agreement to set forth the terms and conditions on which the University will continue to employ the Coach as Head Football Coach.

**WHEREFORE**, in consideration of the mutual covenants and conditions set forth below, the University and the Coach agree as follows:

1. **Employment.** The University hereby continues to employ the Coach, and the Coach hereby accepts continued employment from the University, as Head Football Coach for the period prescribed in paragraph 2, on the terms and subject to the conditions set forth in this Agreement.
2. **Term.** Except as otherwise provided in paragraph 7, the term of this Agreement and the employment of the Coach as Head Football Coach shall continue on and after the date hereof through December 31, 2010; provided that as of each December 31, commencing as of December 31, 2006, through December 31, 2008, the term of this Agreement shall be automatically extended by one year, unless at least thirty (30) days prior to any such December 31, either the University or the Coach notifies the other that the term is not to be so extended. Pursuant to paragraph 14, any such notice shall be in writing and delivered or mailed to the appropriate address. There shall not be any expectation of continued employment beyond what is expressly provided in this paragraph 2; however, nothing in this Agreement shall prohibit the Coach and the University from negotiating any further extension of the term of this Agreement, provided any such extension shall be in writing and signed by the Coach and the University.
3. **Duties and Responsibilities.**
  - 3.1 **General Obligations.** The Coach shall perform properly, efficiently and consonant with the high standards and policies of the University, all duties and

responsibilities reasonably expected of the head coach of an intercollegiate football program and a leading representative of the University's athletic programs, including supervision of the assistant coaches and staff in the Football Program and participating in Virginia Athletic Foundation-sponsored activities, as well as such other duties and responsibilities as may be reasonably assigned by the University's Director of Athletics (the "Director"). The Coach shall perform his duties and responsibilities under the supervision of, and shall report to, the Director and shall cooperate and confer with the Director on Football Program matters that affect the University or its Department of Athletics (the "Department").

### 3.2 Compliance with Rules.

1. The Coach shall familiarize himself with, and shall comply with, all National Collegiate Athletic Association ("NCAA"), Atlantic Coast Conference ("ACC"), University and Department rules, regulations, policies and directives as in effect from time to time and applicable to the Football Program or his duties and responsibilities under this Agreement, including, but not limited to, rules, regulations, policies or directives relating to academics, personnel, travel, recruiting and budget. The Coach shall provide the leadership and reasonable supervision to ensure that all assistant coaches, other employees, student-athletes and other persons under the Coach's administrative responsibility, supervision or control comply with the foregoing rules, regulations, policies and directives as well. The Coach shall immediately report to the Director or the Associate Director of Athletics for Compliance or, in their absence, another Department compliance staff member any suspected violation of any of the foregoing rules, regulations, policies or directives and shall assist any investigation or inquiry into any suspected violation of any of the foregoing rules, regulations, policies or directives.
2. All published University policies generally applicable to Department programs and coaching provisions, as in effect and/or amended from time to time, are hereby incorporated in this Agreement by reference; provided that in the event of any conflict between any such policy and this Agreement, the terms of this Agreement shall prevail.

- ### 3.3 Fundraising and Development.
- At such events, times and locations as the University, acting through the Director, may reasonably require from time to time, the Coach shall participate in fundraising, development and external relations activities in order to cultivate relationships with current and prospective supporters, of and donors to, the University, the Department and/or the Football Program and to assist in soliciting contributions from current and prospective donors to finance the operations of the University, the Department and/or the Football Program. The Director or his designee shall notify the Coach of such events, times and locations.

- 3.4 Radio and Television and Media Events and Related Obligations. The Coach shall reasonably participate in radio and television appearances and other media events helping to promote the Football Program which have been approved by the Director (including, but not limited to, pre and post-game interviews and commentary, call-in radio shows, and weekly televised coach's shows and any special broadcast related to playoff or bowl games). In so doing, the Coach shall follow the University and Department rules, regulations, policies and directives with respect to radio and television appearances and other media events, shall comport himself in a professional manner, shall be cooperative and courteous to the media and other persons attending or participating in such appearances or events, and shall make himself available, and, in response to reasonable requests (as deemed appropriate by the Coach under such rules, regulations, policies and directives), shall cause the assistant coaches and student-athletes in the Football Program to be available, for such appearances and events.
- 3.5 Commercial Contracts and Related Obligations. The Coach shall cooperate with the University and the Department, and, in response to reasonable requests, he shall cause the assistant coaches and student-athletes to cooperate with the University and the Department, in (1) consulting with any commercial firms with which the University or the Department has, or seeks to have, any contract regarding the procurement or endorsement of services, equipment or apparel that may be worn or used by University student athletes or Department personnel in or at practices, games or public events and (2) using, wearing or marketing any such services, equipment or apparel.
- 3.6 Commitment of Time and Effort. The Coach shall devote his full time and effort to fulfilling his obligations hereunder and to promoting the University's programs for which he is responsible and without conflict of duties or conflict of interests. The Coach shall avoid any other part-time business or professional activities, except as may be approved in advance by the Director (which approval shall not be unreasonably withheld); provided in no event may such approved business or activity interfere with the performance owed the University hereunder as Head Football Coach or reasonably tend to bring discredit upon the University or its public image.
- 3.7 Performance Review. Each year, the University through the Director or his designee shall review with the Coach the Coach's performance for the previous year.
- Each calendar year, at the University's expense not to exceed Five Hundred Dollars (\$500), the Coach shall arrange for and obtain a medical evaluation of his fitness which shall be shared confidentially with the Director and the President of the University (the "President").
- 3.8 Assistant Coaches. The employment of the assistant coaches of the Football Program and the terms and conditions of their employment shall be subject to the

prior approval of the Director (which approval shall not be unreasonably withheld). The employment of each assistant coach shall be with the University as the employer and his or her employment agreement shall provide that the University will have no obligation, notwithstanding anything to the contrary, to retain and continue to employ the assistant coach beyond the period of employment of the Head Football Coach; provided that the University may not terminate the employment of any assistant coach without cause, except with the consent of the Head Football Coach (which consent shall not be unreasonably withheld).

4. **Compensation.**

4.1 **Annual Base Compensation.** The Coach shall be entitled to following annual base compensation in the aggregate amount of One Million Seven Hundred Thousand Dollars (\$1,700,000) in accordance with the terms and conditions of this Agreement:

1. *Salary as Head Football Coach.* The University shall pay the Coach an annual base salary of Two Hundred Forty Thousand Dollars (\$240,000).
2. *Compensation for Certain Services.* The University shall pay the Coach additional compensation in the amount of One Million Four Hundred Sixty thousand Dollars (\$1,460,000) annually, which amount shall be paid in equal quarterly installments, in consideration for the Coach providing the following services:
  - (a) for his leadership and participation in fundraising and development events and otherwise fulfilling his obligations under paragraph 3.3;
  - (b) for his leadership and participation in radio, television and media appearances and events and otherwise fulfilling his obligations under paragraph 3.4 as well as his good example and efforts in promoting and maintaining the tradition, integrity and reputation of the University and the Football Program; and
  - (c) in recognition that the University's contracts with commercial firms for the procurement and endorsement of services, equipment or apparel are predicated in part on the cooperation and personal services of the Coach and for otherwise fulfilling his obligations under paragraph 3.5.
3. *Annual Cost of Living Increase.* Subject to any conditions prescribed by law or the University's Board of Visitors generally with respect to annual compensation adjustments, the Coach's annual base compensation hereunder shall be subject to an automatic cost-of-living increase in the amount of five percent (5%), effective as of January 1 of each year, commencing with January 1, 2006.

- 4.2 Benefits. The Coach may participate in any and all retirement, health, disability, life and other employee benefit plans and programs which are available generally from time to time to administrative faculty of the University's Department of Athletics (the "Department"), in accordance with and subject to the provisions of such plans or programs as from time to time in effect.
- 4.3 Compensation Payment and Withholding. Except as otherwise provided in paragraph 4.1, the Coach's annual base compensation shall be paid in accordance with the University's normal payroll policies. The Coach's annual base compensation shall be subject to withholding for state and federal income and payroll taxes and such other payroll deductions as may from time to time be required or agreed to by the Coach.
- 4.4 Vacation. The Coach shall be entitled each calendar year to a vacation leave of up to one month, without loss of pay, provided:
1. any unused vacation leave at the end of a calendar year shall neither be carried over to any subsequent calendar year nor paid out in cash and
  2. vacation scheduling shall be coordinated in advance with the University's Director of Athletics (the "Director") or his designee and scheduled so as to ensure coaching responsibilities to the University are satisfied.
- 4.5 Bonuses.
1. The Coach shall be entitled to bonuses in accordance with this paragraph 4.5:
    - (a) Fifteen thousand Dollars (\$15,000) for each Football Season (as defined below) for which the American Football Coaches Association or any successor thereto selects him as the Regional Coach of the Year;
    - (b) Twenty Five Thousand Dollars (\$25,000) for each Football Season for which the Atlantic Coast Sports Media Association or any successor thereto selects him as the Coach of the Year in the Atlantic Coast Conference ("ACC");
    - (c) Twenty-Five Thousand Dollars (\$25,000) for each Football Season for which any of the following select him as the National Coach of the Year or its equivalent: The Associated Press, Walter Camp Football Foundation, Bobby Dodd Coach of the Year Foundation, Maxwell Football Club, Cable News Network/*Sports Illustrated*, *The Sporting News*, American Football Coaches Association, Football Writers Association, Paul "Bear" Bryant National Coach

of the Year Award, Home Depot/ESPN, George Munger National Coach of the Year Award, Football News, CBS SportsLine.Com, ABC Sports, and DC Pigskin National Coach of the Year Award;

- (d) One Hundred Thousand Dollars (\$100,000) for each ACC championship football game in which the Football Team competes and he coaches as Head Football Coach;
- (e) Twenty-Five Thousand Dollars (\$25,000) for each post-season, non-BCS bowl game in which the Football Team competes and he coaches as Head Football Coach and for which the University receives a payment of less than One Million Dollars (\$1,000,000);
- (f) Seventy-Five Thousand Dollars (\$75,000) for each post-season, non-BCS bowl game in which the Football Team competes and he coaches as Head Football Coach and for which the University receives a payment equal to or more than One Million Dollars (\$1,000,000) and an additional Twenty-Five Thousand Dollars (\$25,000) if the Football Team wins such game;
- (g) One Hundred Fifty Thousand Dollars (\$150,000) for each post-season BCS bowl game in which the Football Team competes and he coaches as Head Football Coach and an additional Fifty Thousand Dollars (\$50,000) if the Football Team wins such game;
- (h) Four Hundred Thousand Dollars (\$400,000) for each BCS national championship bowl game in which the Football Team competes and he coaches as Head Football Coach and an additional One Hundred Thousand Dollars (\$100,000) if the Football Team wins such game;
- (i) The following amount based upon the highest ranking, if any, of the Football Team in the final football poll of *USA Today*, ESPN, The Associated Press or Bowl Championship Series (based on the BCS Average) or any successor thereto after the end of each Football Season:

<u>Ranking</u>	<u>Amount</u>
1 - 5	\$275,000
6 - 10	225,000
11 - 15	150,000
16 - 20	125,000

- 2. Any bonus payable pursuant to this paragraph 4.5 shall be paid by the University in cash as soon as administratively practicable after the

occurrence of the event triggering the obligation to pay the bonus. The payment of any such bonus for any year shall not adjust the Coach's base compensation for the following year.

3. Any bonus payable pursuant to this paragraph 4.5 shall be subject to withholding for state and federal income and payroll taxes and such other payroll deductions as may from time to time be required or agreed to by the Coach.

4.6 Athletic Event Tickets. The University shall provide the Coach with the following tickets:

1. eight (8) season tickets to the University's regular season home men's basketball games;
2. ten (10) season tickets to the University's regular season home football games;
3. four (4) tickets to the ACC post-season men's basketball tournament for use by the Coach and six (6) such tickets for use by the assistant coaches and other staff members with the Football Program;
4. if the Football Team participates in any ACC championship football game, six (6) tickets to the such championship game for use by the Coach and four (4) such tickets for use by each assistant coach with the Football Program; and
5. two (2) all-events passes to the University's regular season Olympic sports games and events.

The University shall also provide the Coach, for his use and benefit, and his guests, a football stadium suite designated by the University for viewing regular season home football games at the University. Such usage shall be subject to and in compliance with all applicable rules, regulations, policies and directives governing the suites.

To the extent that any benefits under this paragraph 4.6 constitute the payment of taxable compensation to the Coach, the value of any such benefits shall be treated and reported by the University as imputed income to him.

4.7 Travel Expenses, Aircraft and Automobiles. Subject to the budget for the Football Program, the Coach shall conduct such travel as is necessary or reasonably appropriate to carry out his duties as Head Football Coach, and shall be entitled to reimbursement for travel expenses pursuant to the University's rules and rates therefor. In addition, the University through the Department will provide the Coach two (2) late-model automobiles for use in connection with his

coaching duties and in accordance with applicable University rules as may be in effect from time to time. The vehicles shall be operated in compliance with applicable laws and regularly serviced, and returned in good operation condition reasonable wear and tear excepted. The University shall reimburse the Coach for the reasonable cost of insurance on the vehicles, if not otherwise provided by the dealer, which insurance coverage shall be maintained by the Coach while the vehicles are in his possession and shall name the University as a co-insured to the extent its interest may appear.

The Coach may make reasonable use of the University's aircraft and vehicles as is necessary or appropriate to carry out his duties as Head Football Coach, to the extent the aircraft or vehicles are available, provided that any such use shall be in accordance with all applicable NCAA, ACC, University and Department rules, regulations, policies and directives.

4.8 Annual Dues. The University will reimburse any annual dues (excluding any initiation fees) required to maintain the Coach as a member of a local athletic or country club of the Coach's choice. The Coach shall be responsible for any personal charges made by himself and/or members of his family and guests.

4.9 Assistant Coaches. Subject to any conditions prescribed by law or the University's Board of Visitors generally with respect to annual compensation adjustments, the aggregate amount of annual base salaries of the assistant coaches in the Football Program (including any annual adjustments and competitive counter offers) shall be increased by the University by seven percent (7%), effective as of January 1 of each year, commencing with January 1, 2006. The annual base salary of each assistant coach shall be established by the Coach with the prior written approval of the Director (which approval shall not be unreasonably withheld). Each assistant coach in the Football Program shall be entitled to a cash bonus in an amount equal to one-twelfth (1/12) of his then current annual base salary for each post-season bowl game in which the Football Team competes and he coaches as an assistant coach; provided that if such game is either a BCS bowl game or a non-BCS bowl game for which the University receives a payment of equal to or more than One Million Dollars (\$1,000,000), each such assistant coach shall also be entitled to a per capita share of a cash bonus pool for such assistant coaches in the aggregate amount of Forty Thousand (\$40,000). Regardless of his title or position, Luke Goldstein shall be treated as an assistant coach for purposes of this paragraph 4.9.

5. Media Rights. As between the University and the Coach, the University shall have exclusive control over all media rights related to the University, including, without limitation, the Department and the Football Program. For purposes of this Agreement, "media rights" shall include images, video, articles, web sites, domain names and all other content in any form, whether now existing or hereafter developed. The Coach hereby grants to the University the fully paid up and nonexclusive right to use the

Coach's name, likeness and image in exercising its rights in the media rights for the duration of his employment with the University.

6. **Commercial Contracts; Other Employment; and Summer Camp.**

6.1 **Commercial Contracts and Other Employment.**

1. The University reserves the exclusive right to contract with commercial firms regarding the procurement or endorsement of services, equipment or apparel that may be worn or used by University student athletes or Department personnel in or at practices, games or public events. Any income derived from such contracts shall be the sole and exclusive property of the University.
2. Except as expressly provided in this Agreement, the Coach may not engage in any business, trade, employment (part-time or otherwise), activity, endorsement, consulting, or broadcasting for a fee without the prior approval of the Director (which approval shall not be unreasonably withheld). Furthermore, the Coach shall submit a report at the close of each football season to the Director and the President, describing any such activities and the compensation received therefrom.

6.2 **Summer Camp.** The Coach shall be provided the opportunity to conduct one or more football summer camps at the University using available University facilities for up to twelve (12) days, in the aggregate, during each summer, in accordance with University and Department rules, regulations, policies and directives and pursuant to a standard University lease applicable to any University facility use, which lease shall cover, among other things, payment for the use of the University's facilities, staff and resources in connection with the operation of the camp. Such camp activity will not be marketed or represented publicly by the Coach or his agents as a University function or agency, and that fact shall be clearly noted in any marketing literature. Neither the Coach, nor any other person hired by or acting for the Coach in connection with the summer camp operation shall have authority to make any representation or promise on behalf of the University, or commit the University to any obligation or undertaking. The Coach shall reimburse the University for any damages to University facilities attributable to the summer camp operation, and he understands that the University shall not be responsible for any cost or expense associated with any session of the summer camp. Nothing in this Agreement shall constitute the Coach an employee, independent contractor or agent of the University with respect to his operation of a football summer camp at the University or elsewhere.

6.3 **Related Assurances.** The Coach shall further ensure that any such foregoing agreements and/or his business or personal activities do not violate any conflict of interest law or any provisions of this Agreement, nor bring discredit upon the good name of the University and its athletic program.

## 7. Termination

7.1 Termination for Cause. The University may at any time upon notice to the Coach terminate his employment and this Agreement for good and lawful cause, including without limitation:

1. any major violation or any multiple, repeated or pattern of secondary violations by, or in connection with, the Football Program of any NCAA, ACC, University or Department policy, where “multiple, repeated or pattern of secondary violations” means that the same bylaw (or a related rule) is violated more than once in a 12-month period;
2. any physical assault by the Coach of another person or any misconduct by the Coach which reasonably tends to bring disrespect, contempt or ridicule upon the University or its athletic program;
3. any material breach by the Coach of this Agreement; provided that, in the event of any material breach not involving criminal conduct or intentional misconduct, the Coach does not remedy the material breach within thirty (30) calendar days after notice thereof from the University to the reasonable satisfaction of the Director and the Chief Operating Officer of the University, which satisfaction shall be confirmed in writing; or
4. any act or omission by the Coach or his agents or assistants which, as a result, causes the University to be in material breach of any endorsement agreement with a supplier of services, athletic equipment, apparel or support to the Football Program.

Upon receiving notice of the termination of his employment, the Coach may appeal and grieve the termination decision in accordance with any University grievance procedures applicable to general administrative faculty as the same are then in effect.

In the event of any termination for the reasons provided in this paragraph 7.1, the Coach’s compensation and all other rights and benefits hereunder shall immediately terminate as of the employment termination date.

7.2 Termination Without Cause. The University may terminate the employment of the Coach and this Agreement at any time for any reason other than those stated in paragraph 7.1, 7.4 or 7.5. In the event of any termination under this paragraph 7.2, then the University shall be obligated to pay a severance benefit to the Coach in cash in an amount equal to his annual base compensation under paragraph 4.1 (as in effect as of the employment termination date) multiplied by the number of full and fractional years of the remaining term of this Agreement as of the employment termination date.

1. Any severance benefit hereunder shall be payable in equal installments in accordance with the University's payroll policy over the period equivalent to the remaining term of this Agreement as of the employment termination date.
2. The amount of any such severance benefit shall be reduced by any amounts that the Coach receives or earns from any head or assistant coaching position with, or consulting or other football-related services provided directly or indirectly to, any college, university or professional athletic team. The Coach shall use reasonable efforts to seek and obtain such position or employment after the termination of his employment with the University and to mitigate the effects of such termination.
3. Except for any such severance benefit and any accrued but unpaid compensation and benefits as of the employment termination date, the University shall not be obligated to make any further payment to the Coach.
4. No severance benefit shall be payable to the Coach or his beneficiary in the event of the termination of his employment due to his death or disability. The consequences of such a termination of his employment shall be governed by paragraphs 7.4 and 7.5.
5. Any severance benefit payable hereunder shall be subject to withholding for state and federal income and payroll taxes and such other payroll deductions as may from time to time be required or agreed to by the Coach.

### 7.3 Termination by the Coach.

1. Except as otherwise provided in this paragraph 1, the Coach may terminate his employment as Head Football Coach at any time other than during the Football Season (as defined below) and will not breach this Agreement, provided that he gives notice of his employment termination date to the Director and the President at least ninety (90) days prior to the Football Team's first game of the next Football Season. In the event that the Coach in good faith terminates his employment as Head Football Coach due to his illness or the illness of any member of his immediate family (*i.e.*, his spouse, his father or mother or one of his children), he may do so at any time without breaching this Agreement by giving notice in good faith as soon as practicable of his employment termination date and the reason therefor to the Director and the President.
2. If the Coach terminates his employment under this paragraph 7.3, the University shall not be obligated to make any further payments to the Coach that would otherwise be payable under this Agreement; provided

that if the Coach has timely given the aforesaid notice of his termination to the Director and President, he shall be entitled to receive his accrued but previously unpaid compensation and benefits through the employment termination date. For purposes of this Agreement, the "Football Season" shall be the University's collegiate football season, commencing on the first day of fall training camp for the Football Team and terminating at the end of the last game played by the Football Team immediately prior to the first day of the next spring practice for the Football Team.

3. Whether or not the Coach has given the requisite notice of his termination pursuant to subparagraph 1 above, except as otherwise provided in subparagraph 4, if, within the twelve (12) month period immediately following his employment termination date, the Coach assumes or accepts any position, job, post, assignment or duty (including, without limitation, as an employee or independent contractor or consultant) with any college, university or professional football team, except for a position, job, post, assignment or duty with the University, the Department or the Football Program, the Coach shall pay the University in cash, without offset or deduction, an amount equal to Three Hundred Thousand Dollars (\$300,000) multiplied by the number of full and fractional years of the remaining term of this Agreement as of the employment termination date. Such payment constitutes a fair and honest reimbursement to the University for expenses, damages and losses incurred by the University in connection with the Coach's termination of his employment prior to completing this Agreement and its investment in his leadership and service as Head Football Coach. Such amount shall be paid in equal annual installments over the remaining term of this Agreement as of the employment termination date, commencing within sixty (60) days immediately following the employment termination date and subsequent installment payments, if any, due one (1) year from the due date of the immediately installment payment.
4. Effective on and after July 1, 2006, the Coach shall not be obligated to make any payment pursuant to subparagraph 2 above, provided:
  - a. he has given the requisite notice of his termination pursuant to subparagraph 1 above; and
  - b. such notice accurately states that there are not at least four (4) academic support positions in the Department for the Football Program and the University does not fill all such vacancies within ninety (90) days of its receipt of such notice.

7.4 Incapacity. If the Coach is unable, fails or refuses to fully perform his duties because of a physical or mental disability or condition which is likely to prevent or impair his return to full duty for at least a ninety (90) calendar day period

("Incapacity"), the University may terminate this Agreement and the employment of the Coach in accordance with this paragraph 7.4.

1. If the University has reason to believe that the Coach is unable, fails or refuses to fully perform his duties because of his Incapacity and wishes to terminate his employment as a consequence thereof, the University shall notify the Coach or, if the Coach is not otherwise available or competent, his guardian or, if none, his immediate family (which includes his spouse or any adult child) of its belief and the reason therefor.
2. In the absence of an agreement to mutually terminate this Agreement, the University and the Coach (or his guardian or immediate family member, as applicable ) shall each designate within ten (10) calendar days after such notice a qualified medical professional to evaluate the Coach's condition and determine whether the University's belief is reasonable. If both professionals find that the University's belief is reasonable under the known circumstances, the employment of the Coach and this Agreement shall be immediately terminated, provided the University shall continue to pay the Coach his compensation and benefits under paragraph 4 of this Agreement that was otherwise due and payable for three (3) months after the notice provided in subparagraph 1 above.
3. If within fourteen (14) calendar days after their designation the two (2) designated medical professionals cannot reach agreement on whether the University's belief about the Coach's Incapacity is reasonable, they shall mutually and promptly select a third medical professional to review the Coach's condition and determine whether the University's belief is reasonable. If the determination finds that the University's belief is reasonable under the known circumstances, the employment of the Coach and this Agreement shall be immediately terminated, provided the Coach shall be paid the compensation described in this subparagraph 2.
4. If the first two (2) designated medical professionals cannot reach agreement on whether the University's belief about the Coach's Incapacity is reasonable and they are unable or unwilling to select a third medical professional, then either party may petition the court to make the selection, and the parties shall accept the professional selected by the court:
5. In the absence of a determination that the University's belief about the Coach's Incapacity is reasonable, this Agreement shall continue in full force otherwise, unless and until there is further indication that the Coach is not able to return to full duty and perform all of the responsibilities of his position effectively and properly. Any medical professional findings hereunder shall not be in prejudice to either party seeking court intervention with respect to termination of this Agreement because of inability of the Coach to fully perform as a result of a physical or mental

condition or disability, and the findings of the medical professionals shall not be binding in such proceedings on the parties or on the court.

- 7.5 **Death.** In the event the Coach dies while employed by the University under this Agreement, the employment of the Coach and this Agreement shall terminate as of the date of his death. The University shall pay the estate of the Coach his accrued but unpaid compensation and benefits as of the date of his death, and the University shall not have any further obligation to the Coach or his estate.
8. **Limitation of Remedies.** Except as provided in paragraph 7.3, neither the University nor and the Coach shall be liable to the other for any collateral, indirect, incidental, or consequential damages of any kind, including damages for lost collateral business, consultant, or endorsement opportunities or compensation arrangements in the event of a breach of this Agreement.
9. **Assignment.** Neither this Agreement as a whole nor any of its individual provisions are assignable by either party.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and without regard to its choice of law rules. Any lawsuit or judicial action arising out of or based on this Agreement, or involving the University's employment of the Coach, shall be exclusively filed and adjudicated either in the Circuit Court for the County of Albemarle, Virginia, or in the United States District Court for the Western District of Virginia, Charlottesville Division.
11. **Merger of Documents.** This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the University and the Coach with respect to the subject matter hereof, including, but not limited to, the Employment Agreement.
12. **Modifications.** This Agreement shall not be amended orally, but only by a written instrument executed by the University and the Coach.
13. **Access to Agreement.** Neither party shall give access to this Agreement to anyone without the prior consent of the other party hereto, unless disclosure by the University and/or the Coach is required by law. The parties hereby acknowledge that Virginia's Freedom of Information Act requires, upon proper request, the disclosure of this Agreement "to citizens of the Commonwealth of Virginia, representatives or newspapers and magazines with circulation in the Commonwealth, and representatives of radio and television stations broadcasting in or into the Commonwealth".
14. **Notice.** All notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time the same is delivered in person or is mailed by registered or certified mail addressed as follows:

To the University or the Director:

University of Virginia  
Attention: Director of Athletics  
McCue Center  
P.O. Box 400846  
Charlottesville, VA 22904-4846

If to the President:

President  
University of Virginia  
Madison Hall  
P.O. Box 400224  
Charlottesville, VA 22904-4224

To the Coach:

Albert M. Groh II  
University of Virginia  
Athletic Department - Football  
McCue Center  
P.O. Box 400837  
Charlottesville, VA 22904-4837

With a copy to:

Neil M. Cornrich  
One Chagrin Highlands  
2000 Auburn Drive, Suite 315  
Beachwood, OH 44122

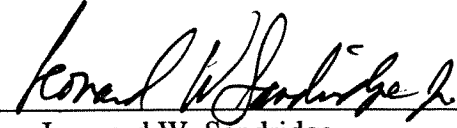
Either party wishing to change the address to which any notices, reports, demands, approvals, consents, and other communications provided for by this Agreement shall be sent shall give notice of such change to the other party.

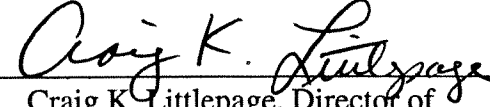
IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this Agreement as of the date first written above.

HEAD FOOTBALL COACH

  
Albert M. Groh II

THE RECTOR AND VISITORS  
OF THE UNIVERSITY OF VIRGINIA

By:   
Leonard W. Sandridge  
Executive Vice President  
and Chief Operating Officer

By:   
Craig K. Littlepage, Director of  
Athletics