

HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (herein the "Agreement"), is made and entered into effective as of the 6th day of January 2010, by and between the UNIVERSITY OF KENTUCKY (hereinafter the "University") and Joe "Joker" Phillips (hereinafter "Coach").

1. Term. This Agreement shall be for five (5) Contract Years beginning January 6, 2010 and ending December 31, 2014 unless terminated at an earlier date as provided herein. As used herein, "Contract Year" shall be that annual twelve month period beginning January 1 and ending December 31.

2. Duties and Authority. Coach is hereby employed by the "University" as Head Football Coach. Subject to the supervision and authority of the Director of Athletics, Coach's duties, responsibilities and obligations shall be those normally associated with the position of head football coach at a NCAA Division I university such as the University of Kentucky. Coach shall devote such time and attention necessary to satisfy the responsibilities for the position of head football coach, which shall include, in addition to the usual and customary activities associated with coaching, the authority and responsibility for the following:

(a) The employment, supervision, and discharge, subject to the approval of the Director of Athletics, of personnel associated with or related to the football program at the University including, but not limited to, the following:

- (i) Assistant and associate football coaches;
- (ii) Administrative aides including the Director of Football Operations;
- (iii) Strength/conditioning coaches;
- (iv) Personal secretaries;
- (v) Recruiting coordinators;
- (vi) Team trainers and managers; and
- (vii) Video personnel.

The employment and discharge of personnel mentioned in subparagraphs (ii), (iv), and (vi) above shall be subject to the approval of the Associate Vice-President of Human Resources and in accordance with University's Human Resources Policy and Procedures Administrative Regulations and any applicable provisions of the National Collegiate Athletic Association (hereinafter "NCAA") Manual and the Southeastern Conference (hereinafter "SEC") and Commissioner's Regulations Manual, as amended. Pursuant to corrective actions taken in response to NCAA concerns, the football equipment manager shall be supervised and report to an Associate Athletics Director.

(b) Recommendation to the Director of Athletics with respect to the scheduling (including dates, places and times) of all University football games and the selection of the opponent for each such game, the means of travel to be employed, hotel accommodations and food service, size and content of the traveling squad and party, and all other matters pertaining to the operation of the football program.

(c) All matters concerning the recruiting of prospective football student-athletes for the University, including compliance with NCAA and SEC bylaws governing same;

(d) Preparation of a recommended budget for the football program for submission to the Director of Athletics. Upon approval of the budget for the football program, the Coach shall administer that budget in accordance with applicable and appropriate regulations and policies of the University.

(e) Cooperation with and fulfillment of the requirements and commitments of the University in any of its athletically-related agreements including, but not limited to, any agreements for radio and television broadcasting, athletic footwear, apparel and equipment, or other commercial endorsements.

(f) Assure the fair and responsible treatment of student athletes in relation to their health, welfare and discipline.

(g) Cooperate with University officials to promote and enhance the reputation of the University.

3. Reporting Relationship. The Coach's immediate supervisor, for purposes of implementing this Agreement, shall be the Director of Athletics of the University, and all matters pertaining to the operation of the University's football program shall be subject to the ultimate direction and control of the Director of Athletics. On-field matters shall remain the exclusive province of the Coach, provided Coach's conduct is not in violation of NCAA, SEC, or University rules, regulations or policies.

4. University Policy.

(a) The establishment of policies for the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with policies established by the Director of Athletics and the University. The terms and provisions of the University's Human Resources Policy and Procedure Administrative Regulations, as currently published and as may hereafter be revised or amended, are hereby incorporated herein by reference and made a part of this Agreement as though written herein. To the extent, however, that an actual conflict exists between the terms and provisions of said Regulations and this Agreement, this Agreement shall prevail as it affects the Coach, and no other person.

(b) Coach agrees to conduct the University's football program in accordance with the bylaws and regulations of the University, NCAA and SEC and any subsequent amendments thereto, including but not limited to the duty to report known and suspected violations to the University Compliance Director or to the Director of Athletics. Pursuant to NCAA Bylaw 11.2.1, it is stipulated by the parties that if Coach is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

5. Compensation. In consideration of Coach's services hereunder, the University shall pay Coach as follows:

(a) Salary. For each Agreement Year during the term hereof, a base salary of Four Hundred Thousand Dollars (\$400,000) payable in equal monthly installments in conformity with the payroll procedures of the University. The base salary shall be increased annually in an amount not less than the average salary increase, if any, provided for the University's staff. Performance evaluations will be conducted on an annual basis at the conclusion of each football season.

(b) Broadcasting and Endorsements. It is understood that the University has entered into an exclusive radio and television broadcasting agreement and agreements with a supplier of athletics footwear, sports/performance beverages, apparel and equipment, as well as a comprehensive digital media agreement (such now existing and future agreements collectively referred to as the "University Agreements"). In consideration of the compensation set forth below in this paragraph 5, Coach hereby exclusively grants to the University his rights of endorsement, together with the exclusive right, license and privilege of soliciting, securing and/or authorizing all endorsements, publications and/or radio, television and/or all other media performance opportunities secured for or featuring Coach. For purposes of clarification the foregoing specifically includes any charitable or non profit activity which involves any form of endorsement or third party promotion and which offers payment of any type whether called an "honorarium" or other similar title. Any endorsements/promotions by the Coach for third parties will be pursuant to the terms and conditions of the University Agreements. By way of example Coach may participate in motivational speaking engagements and receive compensation for such participation as long as no product or service is promoted in any way at or for the program. To remove any doubt about whether an engagement might constitute an endorsement, all outside speaking engagements must be approved by the Director of Athletics, whose approval will not be unreasonably withheld. Coach acknowledges that the University Agreements provide substantial value to him, and that he may

not engage in outside activities that conflict with or infringe upon the rights granted under the University Agreements.

(i) In compensation for Coach's participation in radio and television programs and athletically related endorsements, including endorsement of athletics footwear, apparel and equipment the University will pay the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) to Coach for each Contract Year, payable in equal quarterly installments on March 31, June 30, September 30, and December 31 of each year, with possible increases based upon the review and approval of the Director of Athletics and the President of the University. Such compensation will be paid to the University, for the benefit of Coach, pursuant to the University's exclusive radio and television broadcasting Agreement and any University agreements with a supplier of athletics footwear, apparel and equipment. The University shall retain the sole and exclusive right to contract for radio and television broadcasting and with a supplier or suppliers of athletics footwear, apparel and equipment for the University's athletic teams and any such endorsements/promotions by the Coach will be pursuant to the terms and conditions of such University agreements.

(ii) The University agrees that the University's name, logos and trademarks may be associated with or utilized by the Coach in connection with such endorsements or agreements at no additional cost to Coach, provided that the use of such name, logos and trademarks shall be subject to approval by the University's licensing authority for the purpose of maintaining quality control standards. All such agreements shall be subject to the prior review and written approval of the Director of Athletics and the President of the University and reporting requirements pursuant to NCAA Bylaw 11.

(iii) Such professional and commercial activities shall be performed at a time and in a way which will not interfere with the duties of the Coach's position as head football coach and due care shall be taken to assure that the name of the University is used properly in relation to such professional activities. Such activities will require approval of the Director of Athletics, which approval shall not be unreasonably withheld;

(iv) Coach may conduct one or more football camps, using University athletics facilities and equipment, and retain the net income therefrom after payment of actual cost of expenses incurred by the University and others. Such camps will be conducted in accordance with general University policies. Rates for rooms and meals shall not exceed those charged by the University's Housing and Dining System for other major sports camps generally; and

(v) In accordance with NCAA Bylaw 11.2.2 regarding athletically related income, Coach agrees to provide a written detailed account to the Director of Athletics and the President of the University at least once annually, or more frequently upon request, for all athletically related income, compensation, gratuities or benefits from any and all sources outside the institution or for the use directly or by implication of the University's name or logo in the endorsement of commercial products or services for personal gain; in addition, Coach agrees that the approval of all athletically related income and benefits shall be consistent with the University's policy related to outside income and benefits applicable to all full-time employees;

(c) Incentive Compensation.

(i) In the event the University's football team wins four or more SEC games, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to the payments due under Paragraphs 5(a) and (b)(i) for that year, a performance supplement as follows;

(1) 4th SEC win \$100,000

(2) 5th SEC win \$125,000

(3) 6th SEC win \$150,000

(4) 7th SEC win \$175,000

(5) 8th SEC win \$200,000

These incentives are intended to reward the achievement of each event in turn and are cumulative. By way of illustration if Coach's team wins eight (8) SEC games, Coach would receive Seven Hundred Fifty Thousand Dollars (\$750,000).

(ii) In the event the University's football team wins the SEC Eastern Division, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to the payments due under Paragraphs 5(a) and (b)(i) and that may be payable under this Paragraph 5(c), an additional performance supplement of One Hundred Thousand Dollars (\$100,000);

(iii) In the event the University's football team wins the SEC Championship and participates in the Bowl Championship Series, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to the payments due under Paragraphs 5(a) and (b)(i) and that may be payable under this Paragraph 5(c), an additional performance supplement of Two Hundred Thousand Dollars (\$200,000);

(iv) In the event the University's football team does NOT win the SEC Championship, but participates in the Bowl Championship Series, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to the payments due under Paragraphs 5(a) and (b)(i) and that may be payable under this Paragraph 5(c), an additional performance supplement of One Hundred Thousand Dollars (\$100,000);

(v) In the event the University's football team participates in a non Bowl Championship Series game and the bowl game provides receipts which result in a payout of more than Two Million Dollars (\$2,000,000.00) to the SEC, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to the payments due under Paragraphs 5(a) and (b)(i) and that may be payable under this Paragraph 5(c), an additional performance supplement of Seventy -Five Thousand Dollars (\$75,000).

(vi) In the event the University's football team participates in a non Bowl Championship Series game and the Bowl Game provides receipts which result in a payout of less than Two Million Dollars (\$2,000,000.00) to the SEC, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to the payments due under Paragraphs 5(a) and (b)(i) and that may be

payable under this Paragraph 5(c), an additional performance supplement of Fifty Thousand Dollars (\$50,000).

(vii) In the event the University's football team achieves a cumulative team grade point average of 2.75 or better for men's football student athletes in any academic year, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year a performance supplement of Twenty-Five Thousand Dollars (\$25,000).

(viii) In the event the University's football team achieves a minimum of .925 Academic Progress Rate for men's football student athletes in any academic year, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for that year a performance supplement of Fifteen Thousand Dollars (\$15,000).

(ix) In the event the University's football team achieves a 67% Graduation Success Rate or better for men's football student athletes in each class/cohort, the Coach will, in any year in which the aforementioned event occurs, receive, in addition to his regular base salary for the year a performance supplement of Fifteen Thousand Dollars (\$15,000).

These incentives are intended to reward the achievement of each event in turn and are cumulative. By way of illustration, if Coach's team wins six SEC games, the SEC Eastern Championship, and the SEC Championship, Coach would receive Six Hundred Seventy-Five Thousand Dollars (\$675,000). All payments due under this Paragraph 5, shall be due and payable to Coach within thirty (30) days from the date the achievement has been reached.

6. Additional Obligations of the University. In the discharge of Coach's obligations, the Director of Athletics may require Coach's participation to promote and enhance University's athletics program. In this regard and for the University's convenience during the term of this Agreement, the University agrees to provide Coach as follows:

(a) Automobiles. Coach shall be provided with the use of two (2) late model, quality automobiles for his official and personal use, to be mutually agreed upon between the parties. In addition, the University shall reimburse Coach for all business related automobile mileage.

(b) Expense Account. The University shall fully reimburse Coach for all reasonable and necessary expenses on behalf of the University in connection with the performance of his duties and in accordance with the University's customary expense practices, provided Coach substantiates such expenses. In addition, the University shall reimburse Coach for all reasonable and necessary expenses for travel, meals and lodging incurred by his wife in attending athletics events and other official functions and meetings. Transportation expenses may also be paid by the University for two guests of the Coach to travel to regular season away games. Post season travel for Coach's guests may be approved by the director of Athletics upon receipt of Coach's request.

(c) Benefits. During the term of this Agreement, the University agrees to offer to Coach and his eligible dependents, the standard employee benefits offered to University administrative staff. Standard benefits include, but are not limited to health plan, life insurance, dental insurance, accidental death and dismemberment insurance, and long term disability. The base salary as provided in Paragraph 5(a) shall determine benefits that are based upon salary.

(d) Tickets. Coach shall be provided, without charge, sixteen (16) regular stadium football tickets for each University home football game. Coach may request, subject to the approval of the Director of Athletics, use of a box of fourteen seats. Four (4) basketball tickets will be provided for each University home basketball game. Such tickets may not be resold or exchanged for anything of value by Coach. Coach shall be allowed to request additional tickets, if he deems it necessary, and such request shall be fulfilled, if possible.

(e) Retirement. It is agreed that the funded retirement benefits usually paid to University administrative staff will apply to the employment of Coach under this Agreement, as follows: The University will contribute an amount equal to 10% of the annual base salary compensation stipulated

in Paragraph 5(a) hereof and the Coach will contribute 5% of said annual base salary compensation for this purpose, subject to limitations contained in the Internal Revenue Code for such contributions. The Coach may, at his election, contribute additional amounts to the University retirement plans subject to Internal Revenue Service and University limitations.

(f) Vacation. Coach shall be entitled to vacation leave, subject to approval of the Director of Athletics. Vacation leave does not accrue.

(g) Club Memberships. The University agrees to provide Coach a membership in a local golf and country club of his choice, in addition to a membership at the University Club as long as the University has a membership agreement with the University Club.

(h) Enhancements to the Football Program. For the benefit of enhancing and promoting the University Football Program, the University agrees to undertake and provide additional improvements to the Football Program in an effort to increase the overall success of the Football Program.

7. Events of Default and Termination.

(a) If the University should terminate intercollegiate football during the term hereof, the University shall have the right to terminate this Agreement upon payment to Coach of the salary stated in paragraphs 5(a) and 5(b) payable, as provided, in equal monthly installments for the unexpired term of this Agreement.

(b) If, however, the University terminates this Agreement for "cause," as defined in Paragraph 7(d) herein, no compensation whatsoever will be paid to the Coach.

(c) The University shall have the right at any time to terminate this Agreement without cause and for its convenience prior to its expiration. Termination by the University without cause shall be effectuated by delivering to Coach written notice of the University's intent to terminate this Agreement without cause, which notice shall be effective upon the earlier of the date for termination specified in the notice or fourteen (14) days after receipt of such notice by Coach. If the University

terminates this Agreement any time before December 31, 2014, without cause, the University shall pay, and Coach agrees to accept as liquidated damages, the remaining salary stated under Paragraph 5 (a) and (b) due through the end of the year that the termination occurs, plus one hundred percent (100%) of all amounts due and as set forth in Paragraph 5(a) and (b), including any annual salary increases that have occurred, which sum not be less than \$1,000,000 for the next full year following the termination, plus fifty percent (50%) of all amounts due and set forth in Paragraph 5(a) and (b), including any annual salary increases that have occurred, for each second, third and fourth year following the termination year in a sum not to be less than \$500,000 for each second, third and fourth year following the year of termination that are payable through the Term of this Agreement or as may extended pursuant to Paragraph 1. Coach will be entitled to continue such benefits at Coach's own expense as required or permitted by law, but Coach will not otherwise be entitled to any employment or other benefit described herein. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that termination of this Agreement by the University without cause prior to its expiration may cause the Coach to lose certain benefits and incentives, supplemental compensation, or other athletically-related compensation associated with Coach's employment at the University, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the University and acceptance thereof by the Coach shall constitute adequate and reasonable compensation to the Coach for the damages and injuries suffered by the Coach because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.

(d) The word "cause", as used herein, shall mean the occurrence of any of the following:

(i) Any major violations of NCAA or SEC by laws or regulations in the football program (as defined by each such organization);

(ii) Failure to follow written Athletics Department, or other University policies and procedures after receiving written notice from the University and such failure continues for a period of seven (7) days after such notice;

(iii) Acts of substantial misconduct including, but not limited to, conviction of a felony, or a finding that the Coach has at any time materially violated NCAA or SEC bylaws, rulings, regulations or policies applicable to the University or to the Coach's prior employers at the time of the violation. Misconduct shall also extend to such major violations of NCAA or University rules or policies if committed by any personnel described in paragraph 2(a)(i)-(vi), or by any student-athlete or other "representative of the University's athletic interests" (as defined by the NCAA), where the Coach consented to such violation, had prior knowledge of the violation and did not prevent the violation, concealed or failed to report the violation, or where the Director of Athletics and President determine that the Coach reasonably knew or should have known of the violation;

(iv) Refusal or intentional failure to furnish information relevant to an investigation of a possible violation of an NCAA or SEC bylaw or regulation;

(v) Refusal to cooperate with the NCAA, SEC or University staff in the investigation of violations of NCAA or SEC regulations;

(vi) Involvement in arranging for academic fraud by or for prospective or enrolled student-athletes;

(vii) Involvement in offering or providing prospective or enrolled student-athletes improper inducements or extra benefits;

(viii) Knowingly and intentionally furnishing the NCAA, SEC or the University false or misleading information concerning the Coach or any staff member's or athletics' representative's involvement in or knowledge of a violation of an NCAA or SEC regulation;

(ix) Knowingly and intentionally providing information to individuals involved in organized gambling activities concerning intercollegiate athletics competition;

(x) Soliciting a bet on any inter-collegiate team or accepting a bet on any team representing the University;

(xi) Participating in any gambling activity that involves intercollegiate athletics or professional athletics through a bookmaker, a parlay card or any other method employed by organized gambling;

(xii) Refusal to provide in compliance with NCAA Bylaw 11.2.2 a detailed account in writing to the Director of Athletics and the President of the University, on at least an annual basis, the sources and amounts of all athletically related income, compensation, gratuities or benefits from sources external to the University after receiving written notice from the University and such refusal continues for a period of seven (7) days after such notice; or,

(xiii) Receiving benefits for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor.

(xiv) Continued or substantial failure to perform any of the duties assigned to Coach under this Agreement or by his immediate supervisor after receiving written notice from the University and such failure continues for a period of seven (7) days after such notice; or,

(xv) Engaging in conduct that would embarrass the University or cause harm to the reputation of the University after receiving written notice from the University and such conduct continues for a period of seven (7) days after such notice; or,

(xvi) Engaging in conduct that harms or threatens to harm the welfare of a student athlete.

(c) It is not the intention of the parties that this Agreement be terminable for minor, technical or otherwise insignificant University regulations or for NCAA or SEC violations which do not entail the risk of major institutional penalties. However, 'major infraction' violations by the Coach or by a staff member described in paragraph 2(a)(i)-(vi) or by a student-athlete or representative of the University's athletic interests where the coach knew or reasonably should have known of the violation of

said bylaws of either the NCAA or SEC are 'cause' for termination of this Agreement by the University. Anything in this Agreement to the contrary notwithstanding, it is hereby stipulated, pursuant to NCAA Bylaw 11.2.1.1 that the Coach may be suspended for a period of time, without pay, or that the Coach's employment may be terminated if the Coach is found to be involved in deliberate and serious violations of NCAA or SEC bylaws. Coach acknowledges that the University is obligated to, and will report, all such violations to the NCAA and SEC. It is further stipulated that pursuant to NCAA Bylaw 11.2.1 that if the Coach is found to be in violation of NCAA regulations, then the Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

(f) In the event of Coach's death, the University shall produce a final paycheck for the appropriate rate of pay in accordance with the number of days the Coach actually worked, plus an additional amount equal to the sum of three (3) months base salary paid in the year of the death. Dependents' continued eligibility for benefits shall be in accordance with the standard eligibility of dependents of faculty and administrative staff.

(g) In the event Coach shall become permanently disabled during the term of this Agreement, the University shall continue to provide all salary and benefits to Coach as set forth in the University Long Term Disability Plan.

(h) Suspension for Cause. In lieu of termination for cause, the University may suspend Coach for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under this Paragraph 7. During such a period of suspension, Coach shall not be entitled to receive annual base salary.

As an alternative or supplement to any other remedies available hereunder the University may suspend Coach for the following grounds: (1) in the event of an indictment or information being filed against Coach charging a felony; or (2) in the event of the commencement, filing, or delivery of any notice of formal inquiry or charge or in the event of a preliminary finding by NCAA, or SEC, or any commission, committee, council or tribunal of the same, alleging or finding one or more major,

significant, or repetitive violations by Employee personally of NCAA or SEC rules, or such violations by other persons about which violations Coach knew or reasonably should have known, and willfully or with gross negligence failed to act to prevent, limit, or mitigate. Such suspension may continue until final resolution of such matter or proceeding. During such suspension, Coach shall receive only current annual base salary described in Paragraphs 5(a) and benefits described in Paragraph 6(a), (c), (d), (e) and (f) and Coach shall not be entitled to receive any other benefits or perquisites hereunder for the period of such suspension. If the matter giving rise to the suspension is finally resolved completely in favor of Coach, and does not otherwise represent an independent basis for termination hereunder for cause, University shall make the Coach whole for benefits and payments due under Paragraph 5(b) and (c) otherwise payable to Coach during the period of suspension. Suspension under this paragraph shall not limit or prevent the right of the University to act pursuant to other provisions of this contract during or subsequent to such suspension.

8. Notices. All notices, claims, requests, demands and other communications hereunder shall be made in writing and shall be deemed given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) as follows:

To Coach: Joe "Joker" Phillips
Athletics Department
Joe Craft Center
University of Kentucky
Lexington, KY 40506-0019

With a copy to: Mark Carmony
Career Sports & entertainment
600 Galleria Parkway
Suite 1900
Atlanta, Ga 30339

To: Mitch Barnhart
University of Kentucky
Joe Craft Center
University of Kentucky
Lexington, KY 40506-0019

With a copy to: President
University of Kentucky
Main Building
University of Kentucky
Lexington, KY 40506-0032

With a copy to: General Counsel
University of Kentucky
Main Building
University of Kentucky
Lexington, KY 40506-0032

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above, provided that notice of a change of address shall be deemed given only upon receipt.

9. Severability. If any term, clause or provision of this Agreement shall be deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the legality, validity or enforceability or any other term, clause or provision of this Agreement, and this Agreement shall be construed and enforced as if such term, clause or provision had not been included.

10. Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the Commonwealth of Kentucky.

11. Binding Effect. This Agreement binds and is for the benefit of the University and its successors, assignees and legal representatives and of the Coach and his heirs, assignees, administrators and personal representatives.

12. Amendment. No amendment, change, waiver, discharge, or modification of any provision of this agreement shall be valid unless it is evidenced by a written instrument signed by both parties hereto.

13. Waiver. The failure of either party to require strict performance by the other party of any provision of this Agreement shall not be deemed to affect that party's right to subsequently enforce a

provision hereof. A waiver of a breach of any provision of this Agreement is not a waiver of any other breach or a waiver of the provision.

14. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

15. Assignment. Neither party may assign its duties or obligations hereunder, in whole or in part, without the prior express written agreement of the other party.

16. Entire Agreement. This Agreement incorporates any and all prior oral agreements and understandings of the parties with respect to its subject matter.

17. Authority. Each party warrants and represents that it has the full right, power and authority to enter into and perform this Agreement and to make the covenants set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as indicated below.

THE UNIVERSITY OF KENTUCKY

By: _____ Date: _____
Lee T. Todd, Jr.
President

ATTEST:

Secretary

By: Mitch Barnhart Date: 1-6-10
Mitch Barnhart
Director of Athletics

COACH

By: Joe "Joker" Phillips Date: 1-6-10
Joe "Joker" Phillips

WITNESS:

John W. Cross