

**UNIVERSITY OF MARYLAND
HEAD MEN'S BASKETBALL COACH AGREEMENT
2011**

THIS UNIVERSITY OF MARYLAND HEAD COACH AGREEMENT (the "2011 Agreement") is made this 27th day of June, 2011, by and between the University of Maryland, located in College Park, Maryland, and Mark Turgeon ("Coach").

WITNESSETH

WHEREAS, the University wishes to employ Coach as Head Coach of its men's intercollegiate athletic basketball team; and

WHEREAS, Coach wishes to be employed as Head Coach of the University's men's intercollegiate athletic basketball team; and

WHEREAS, the University and Coach have obtained the necessary legal and financial advice to enter knowingly and willingly into this 2011 Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises made each to the other and for other good and valuable consideration, the parties agree as follows:

1. **EMPLOYMENT.** Subject to the conditions stated herein, the University hereby employs the Coach as Head Coach of the men's intercollegiate athletic basketball team (the "Team"), and the Coach hereby agrees to and does accept the terms and conditions for said employment set out herein. The Coach shall perform such duties as may be reasonably assigned in connection with the supervision and administration of the men's basketball program, and such other duties and responsibilities usual and customary to a head coaching position in an intercollegiate program, as may be reasonably assigned by the University. The Coach shall work under the immediate supervision of, and report directly to, the Athletic Director of the University (the "Athletic Director"), and shall confer with the Athletic Director on all-matters requiring administrative decisions.

2. **TERM.** The term of this 2011 Agreement shall begin on May 10, 2011, and end on May 9, 2019, unless sooner terminated in accordance with other provisions herein (the "Term"). This 2011 Agreement in no way grants the Coach a claim to tenure in employment or any years of employment attributable to tenure within the University. Unless otherwise stated herein, "year" as used in this Agreement shall refer to the contract year, i.e. May 10 to May 9.

3. DUTIES. In consideration of the annual salary, other benefits and compensation which may become due and payable to the Coach under provisions of this Agreement, the Coach does promise and agree as follows:

3.1. Performance Standards. Faithfully and conscientiously to perform the duties of Head Coach reasonably assigned by the Athletic Director and the President of the University (the "President") as specified in Paragraph 1, above, with the desired goal of maintaining the high moral and ethical standards commonly expected of the Coach as a leading representative of the Department of Intercollegiate Athletics at the University.

3.2. Performance Commitment. To devote such time and attention and energy to the duties of Head Coach as are reasonably required to faithfully discharge the duties as set forth herein, and as are reasonably required for promotion of the University's Athletic program; and to avoid any business or professional activities or pursuits that will conflict with the Coach's performance of his duties under this 2011 Agreement, or will otherwise interfere with the University's interests.

3.3. Rules Compliance. To recognize and comply with the laws, policies, rules, and regulations of the University, the National Collegiate Athletic Association (the "NCAA"), and the Atlantic Coast Conference (the "ACC") as now constituted or as may be amended during the term hereof. The Coach shall be responsible, through education and monitoring, to ensure all assistant coaches, trainers, staff, student-athletes and other persons affiliated with the men's basketball program comply with the aforesaid policies, rules, and regulations. The Coach shall be accountable for violations by any assistant coach, staff member, student-athlete or other person under the Coach's supervision or control; provided, with reasonable foresight and knowledge he should have prevented the occurrence. The Coach shall promptly inform the Compliance Officer of any suspected violation and assist the investigation and reporting thereof. Notwithstanding anything to the contrary contained in this Section 3.3, the parties agree that any desired termination for "Cause" (as defined below) by the University in connection with the provisions of this Section 3.3 shall be governed solely by the provisions and standards set forth in Sections 8.3(a) (v), below.

3.4. Professionalism and Sportsmanship. To acquit himself at all times in a professional and sportsman-like manner. The Coach recognizes he is a highly visible representative of the University, whose conduct, both on and off the field, affects the reputation of the institution, the viability of its athletic programs and contracts, and the well-being of its student-athletes. The Coach will avoid profane, discourteous, or insulting behavior towards student-athletes, other teams and coaches, spectators, and members of the media. Notwithstanding anything to the contrary contained in this Section 3.4, the parties agree that any desired termination for "Cause" (as defined below) by the University in connection with the provisions of this Section 3.4 shall be governed solely by the provisions and standards set forth in Sections 8.3. (a)(ii).

3.5. Agents and Amateurism Compliance. Except as may be authorized in advance by the University's Professional Sports Counseling Panel and thereafter reported

to it, to avoid contact with any person known to be acting or have a history of acting as a sports agent, a “runner,” or any other individual employed by or performing services for them. Notwithstanding anything in this Section 3.5 to the contrary, the Coach may contact a legal counsel of his choosing concerning this 2011 Agreement and other matters of a professional or legal nature personal to himself. The Coach will observe and enforce the NCAA and University regulations governing amateurism and the relationship between sports agents and student-athletes at the University. In addition, the Coach may speak with sports agents if his intent is to gather information regarding NBA draft prospects/opportunities for any of the team's players who are eligible to enter the next scheduled NBA entry draft, and such information is to be used for the benefit of any of said players in their decision making process in determining whether to enter said NBA entry draft.

3.6. Academic Progress and Achievement. The Coach agrees that academic progress and achievement of the student-athletes under his supervision is highly important. The Coach agrees to adhere to the University’s standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of players. The Coach will set annual grade-point average goals for the team and report these to the Athletic Director. He will be actively involved in remedying absences from classes, tutorial services, and study tables. The Coach agrees to follow diligently any directives from the Athletic Director or from the President concerning such matters.

3.7. Public Appearances. The Coach agrees to be available for media or other public appearances at such times as the University, through the Department of Intercollegiate Athletics, may reasonably designate, so long as any appearance does not conflict with his duties as Men’s Head Basketball Coach.

3.8. Outside Income. The Coach agrees to conscientiously observe all University, NCAA and ACC rules pertaining to outside income.

a. The Coach will notify the Athletic Director before entering into any agreement, arrangement, or contract wherein Coach receives any athletically related income or benefits from sources outside the University. These sources include, but are not limited to:

1. Annuities;
2. Sports Camps;
3. Housing benefits (including preferential housing arrangements);
4. Country-club memberships;
5. Complimentary ticket sales;
6. Television and radio programs;
7. Endorsement or consultation contracts;
8. Internet activities, including websites; and,
9. Other promotions.

b. If the Athletic Director does not prohibit, in writing and on a reasonable basis, such activity, income or benefits within seven days of notice by the Coach, the Coach shall be entitled to engage in such activity and receive such income or benefits. Notwithstanding the foregoing, the University agrees that such approval shall only be necessary to the extent University approval is required by the University of all University employees with respect to outside income.

c. By June 30th of each year, the Coach will submit a written detailed account to the Athletic Director describing any athletically related income and benefits received from sources outside the University during the fiscal year. The form of this report shall be determined by the Athletic Director. The Athletic Director may require reasonable additional or verifying information. The report shall be forwarded to the President for his information.

3.9. Personal Image. With regard to outside income, the Coach, or his duly appointed assignees, reserves the sole right to control the use of his image in any advertising of products or services, subject to the provisions of paragraph 4.1.5. In connection therewith, the Coach is authorized to represent himself as the Head Coach of the University's men's intercollegiate athletic basketball team during the term of this 2011 Agreement and to appear in clothing containing the University's logos, and/or other insignia, both on and off University premises. It is the Coach's responsibility to consult with his private counsel, the University's Office of Legal Affairs, or the Maryland State Ethics Commission regarding potential conflicts of interest prohibited under Maryland law or University policy regarding outside income and /or the use of his personal image. The Coach shall receive instruction about Maryland State ethics laws by participating in on-line training provided by the Maryland State Ethics Commission.

4. COMPENSATION. In consideration of the Coach's services and performance of this 2011 Agreement, the Coach shall be entitled Guaranteed Compensation, as set forth in Paragraph 4.1 through 4.1.5, below, and if earned, additional Potential Compensation, as set forth in Paragraph 4.2, below.

4.1. Guaranteed Compensation. Guaranteed Compensation shall consist of an Annual Base Salary, as set forth in paragraph 4.1.1; compensation for Radio and television appearances as set forth in Paragraph 4.1.2; compensation for Personal appearances on behalf of the University as set forth in Paragraph 4.1.3; compensation for Fund raising activities as set forth in Paragraph 4.1.4; and compensation for Service, equipment, and apparel endorsements as set forth in Paragraph 4.1.5.

a. Subject to any applicable provision of Maryland law or University System of Maryland Board of Regents' policy, in Years 2-8 of this 2011 Agreement (May 10, 2012 through May 9, 2019), the Coach shall receive an annual increase in Guaranteed Compensation of Five Percent (5%). If at any time during this period, Maryland law or University salary guidelines prohibit any of these increases, the applicable increases shall be added to the Coach's Guaranteed Compensation in the first subsequent fiscal year in which they are permitted. Increases shall be cumulative.

4.1.1. Annual Base Salary. In consideration for services and performance of this 2011 Agreement by the Coach, the University promises to pay the Coach:

a. An Annual Base Salary paid at the rate of Four Hundred Thousand Dollars (\$400,000) per calendar year in equal installments at the end of each University pay period.

b. Annual Base Salary may be subject to the same furlough and temporary salary reductions measures that may be imposed from time-to-time by the University on its exempt employees.

c. Unless prohibited by law, including pertinent limits imposed by Internal Revenue Code Regulations, the University shall contribute no less than 7.25% of the Coach's Annual Base Salary during the continuance of the Coach's employment hereunder to an Optional Retirement Program account established in his name.

4.1.2. Radio and television appearances. The University, through the Department of Intercollegiate Athletics, shall be obligated to exercise reasonable efforts to obtain radio and television appearances for the Coach. Any revenue generated by such appearances shall be the sole and exclusive property of the University. The Coach shall comply in all material respects with such reasonable requests. In each contract year, the University will pay the Coach Four Hundred Thousand Dollars (\$400,000) for the use of Coach's said services. Payment for these services shall be made on June 1, and December 1 of each contract year in the amount of Two Hundred Thousand Dollars (\$200,000) per payment. These payments are not included in Annual Base Salary for the calculation of retirement benefits but are included for the purposes of the annual percentage increases set forth in Paragraph 4.1.a. above.

4.1.3. Personal appearances on behalf of the University. The Coach shall be available for media and other public or private appearances at such times and places as the University, through the Director of Intercollegiate Athletics, may reasonably require and reasonably determine to be beneficial to promoting the University and its Intercollegiate Athletics Program. The Coach shall comply in all material respects with such reasonable requests. In each contract year, the University will pay the Coach Four Hundred Thousand Dollars (\$400,000) for the use of Coach's said services. Payment for these services shall be made on June 1 and December 1 of each contract year in the amount of Two Hundred Thousand Dollars (\$200,000) per payment. These payments are not included in Annual Base Salary for the calculation of retirement benefits but are included for the purposes of the annual percentage increases set forth in Paragraph 4.1.a above.

4.1.4. Fund raising activities. The Coach shall be available for public and private fund raising and development activities at such times and places as the University, through the Director of Intercollegiate Athletics, may reasonably require and reasonably determine to be beneficial to the University and its Intercollegiate Athletics Program.

The Coach shall comply in all material respects with such reasonable requests. Fund raising shall include, but is not limited to, activities to foster the continued growth of the Terrapin Club, to cultivate potential donors, and to solicit major gifts. It is understood that the Athletic Director might reasonably require the Coach to participate in events organized by sponsors of the Intercollegiate Athletics program. The Coach shall comply in all material respects with such reasonable requests. In each contract year, the University will pay the Coach Four Hundred Thousand Dollars (\$400,000) for the use of Coach's said services. Payment for these services shall be made on June 1, and December 1 of each contract year in the amount of Two Hundred Thousand Dollars (\$200,000) per payment. These payments are not included in Annual Base Salary for the calculation of retirement benefits but are included for the purposes of the annual percentage increases set forth in Paragraph 4.1.a. above.

4.1.5. Service, equipment, and apparel endorsements. The University reserves the exclusive right to contract with commercial firms regarding the procurement or endorsement of equipment, apparel or services that may be worn or used by student-athletes or Athletic Department personnel in practices and public performances. Any revenue generated by such agreements shall be the sole and exclusive property of the University. In any one calendar year, the Coach agrees to personally appear on behalf of the University up to four (4) times in connection with any service, equipment or apparel agreement, provided such appearances are at times and places mutually convenient and compatible with University responsibilities. The Coach shall comply in all material respects with such reasonable requests. The Coach will be reimbursed for all reasonable expenses incurred by him at the direction of the University in the performance of his obligations under this Paragraph as are permitted under University reimbursement policies. In each contract year, the University will pay the Coach Three Hundred Thousand Dollars (\$300,000) for the use of Coach's said services. Payment for these services shall be made on June 1 and December 1 of each contract year in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) per payment. These payments are not included in Annual Base Salary for the calculation of retirement benefits but are included for the purposes of the annual percentage increases set forth in Paragraph 4.1.a. above.

4.2. Potential Compensation. The Coach is assigned performance goals as set forth below; if met, Coach shall receive additional compensation as set forth below. Each performance goal will be separately compensated, but taken together will amount to a maximum of Five Hundred and Twenty Five Thousand Dollars (\$525,000); it is agreed that such amount shall be negotiated if the parties mutually agree to extend this 2011 Agreement. These payments are not included in Annual Base Salary for the calculation of retirement benefits. These payments also are not included for the calculation of the annual percentage increases set forth in Paragraph 4.1.a.

4.2.1. Academic Goals: Graduation Success Rates. Beginning with academic year Fall 2012-Spring 2013, and for each subsequent academic year during the term of this 2011 Agreement, the Coach will be eligible to receive additional compensation depending on the graduation rates of student-athletes in the men's intercollegiate

basketball program. "Graduation Success Rate" shall mean the six-year graduation rate as reported by the NCAA for the most recent reporting. For the purpose of calculating these graduation rate percentages, fractions will be rounded to the nearest whole number. The University will pay the Coach Fifty-Thousand Dollars (\$50,000) if the Graduation Success Rate of the men's basketball team is Fifty Per Cent (50%) or higher. Graduation Rate compensation shall be paid to the Coach within sixty (60) days from the date the NCAA report is available to the University.

4.2.2. Academic Goals: Academic Performance Rating ("APR"). Beginning with academic year Fall 2011-Spring 2012, and for each subsequent academic year during the term of this 2011 Agreement, the Coach will be eligible to receive additional compensation depending on the APR rates of student-athletes in the men's intercollegiate basketball program. "APR" shall mean the rate as reported by the NCAA for the most recent reporting. For the purpose of calculating these APR percentages, fractions will be rounded to the nearest whole number. APR compensation is not cumulative in nature; the maximum annual compensation available under this Section 4.2.2. is Fifty Thousand Dollars (\$50,000). APR compensation shall be paid to the Coach within sixty (60) days from the date the NCAA report is available to the University.

a. The University will pay the Coach \$50,000 for an APR of 1000 or higher.

b. The University will pay the Coach \$25,000 for an APR rate less than 999 but greater than or equal to 950.

4.2.3. Competitive Goals. Beginning with academic year Fall 2011-Spring 2012, and for each subsequent academic year during the term of this 2011 Agreement, the Coach will be eligible to receive additional compensation in the amounts set forth below for achieving the stated competition performance goals, on the condition, however, that the Coach is employed by the University at the time the goal is met. Except for those goals marked by an asterisk (*) competitive compensation is not cumulative in nature.

a. Competitive Goals:

\$200,000 bonus for each National Championship

\$150,000 bonus for each Final Four appearance

\$100,000 bonus for each Elite Eight appearance

\$75,000 bonus for each Sweet Sixteen appearance

*\$30,000 bonus for each NCAA Tournament additional round until the Sweet Sixteen

*\$25,000 one-time bonus for NCAA Tournament bid

*\$10,000 for each NIT round

*\$25,000 one-time bonus for an NIT bid

\$50,000 one-time bonus for each ACC Conference regular season Championship

\$50,000 one-time bonus for each ACC Conference Tournament Championship

\$50,000 one-time bonus for ACC Coach of the Year (as voted by the coaches)

\$40,000 one-time bonus for National Coach of the Year (as voted by the sports writers)

4.3. Benefits and Other Employment Rights. Except as herein provided, the Coach shall be entitled to the same health, insurance, tuition remission, and sick leave benefits that are provided to the University's exempt employees, with the exception of annual leave which is not a benefit provided under this 2011 Agreement. The Coach is not eligible to use University or other State employee grievance procedures. The Coach may, however, bring work disputes to the attention of the Director of Athletics (or designee). The Coach is covered by applicable federal and State of Maryland equal employment opportunity statutes.

4.4. Withholding and Deductions: Guaranteed Compensation amounts set forth in Paragraph 4.1 and Potential Compensation amounts set forth in Paragraph 4.2 shall be subject to the same payroll deductions (for example, state and federal taxes, FICA withholding) as apply to the University's exempt employees and as may be required by law. It is the responsibility of the Coach to report the value of tickets and other items of value received by him under this 2011 Agreement, and to otherwise determine his obligations under Federal and State tax provisions.

4.5. Outside Income: If the Coach desires to engage in any endorsement, consulting, broadcasting or other activities for which he will receive athletically related income or benefits from sources outside the University, he shall comply with Paragraph 3.8 above, and shall be responsible for considering conflict-of-interest issues as set forth in Paragraph 3.9, above.

5. RELOCATION AND MOVING ASSISTANCE. To facilitate the relocation and moving the Coach and his family from College Station, Texas to Maryland, including costs related to the sale of the Coach's current home, the purchase of a new home, and for temporary housing and moving expenses for the Coach and his family, the University agrees to pay the Coach Four Hundred and Fifty Thousand Dollars (\$450,000), payable on or before June 1, 2011.

6. ADDITIONAL FINANCIAL MATTERS.

6.1. Travel. The Coach shall conduct such travel as is necessary to carry out his duties as Head Men's Basketball Coach and shall be entitled to reimbursement for travel expenses pursuant to the University's rules and normal rates.

6.2. Automobile Allowance. The University will provide the Coach with an annual Fourteen Thousand Four Hundred Dollar (\$14,400) payment during the term of this 2011 Agreement to lease an automobile(s) for his personal use. Payment will be made in equal installments at the end of each regular University pay period. Anything to the contrary notwithstanding in this Paragraph 6.2, the Coach may use any automobile allowance received from the University as he sees fit.

6.3. Tickets and Suites. In each calendar year of this 2011 Agreement, the Coach shall be eligible to receive the complimentary tickets listed below. The Coach will not offer these tickets for use by a person working (or who has worked) as a sports agent

or a person employed by or performing services for a sports agent without the prior written approval of the Athletic Director. The Coach may, however, offer tickets to his personal contract representatives for their personal use. Subject to NCAA rules, the use of these tickets is left to the discretion of the Coach. The sale or exchange of these tickets may, however, under some circumstances be prohibited by the Maryland State Public Ethics Law, including provisions concerning the solicitation of gifts and conflict of interest. It is the Coach's responsibility to consult with his private counsel, the University's Office of Legal Affairs or the Maryland State Ethics Commission before selling his tickets or exchanging them for any tangible benefit.

- a. One (1) football suite in Byrd Stadium;
- b. Ten (10) season tickets for each Maryland men's home basketball game; and
- c. Ten (10) season tickets for each Maryland men's post-season basketball game.

6.4. Cellular Phone Allowance. The University will provide the Coach with a One Hundred and Twenty Dollar (\$120.00) per month phone allowance towards the payment of cellular phone services. Payment will be made in equal installments at the end of each regular University pay period. Anything to the contrary notwithstanding in this Paragraph 6.4, the Coach may use any cellular phone allowance received from the University as he sees fit.

6.5. Payment or Reimbursement of Contract Termination Expense. The University has authorized as a reimbursable employee business expense of the Coach the direct payment by the University of \$250,000 to Texas A& M University on or before July 1, 2011. The University acknowledges that payment of this expense was necessary to obtain the services of Coach and, therefore, substantially benefits the University. Further, the University has determined that the requirements of its accountable plan, as outlined in Section 6.6 below, have been satisfied with respect to this expense.

6.6. Accountable Plan. Subject to the University's policies and guidelines, Coach is authorized to incur reasonable expenses in furtherance of the interests of the University and/or in the promotion of the men's basketball program where such expenses are authorized either under the terms of this Agreement or policies of the University, from time to time. The University will directly pay or reimburse Coach for all such expenses upon presentation of an itemized account of such expenditures in detail sufficient to satisfy tax and financial accounting requirements. Coach will be required to meet the following three requirements with respect to each such expense, i.e., an "accountable plan":

- a. The expense must be an allowable employee business expense incurred in connection with the performance of services as an employee of the University; and
- b. A detailed accounting of the expense must be provided to the University at or around the time the expense is authorized or paid; and

c. Any amount paid or reimbursed by the University that does not meet these criteria will be treated as paid under a “non-accountable plan” as described in Section 1.62-2(c)(4) of the Treasury regulations, which means the amount will be considered taxable income.

7. BASKETBALL CAMPS.

7.1. The right to sponsor and operate a basketball summer camp (the “Camp”) on University premises belongs to the University, acting through the Athletics Department. The right to sponsor and operate a Camp is automatically conveyed by the University to the Coach on a yearly basis on January 1st of each contract year unless the Athletic Director earlier notifies the Coach in writing that it does not so convey. Upon conveyance pursuant to this clause, the Coach or his corporate assignee has the right to sponsor and operate a Camp under his name on the University premises, pursuant to applicable University rules and on a space-available basis. Any direct costs for operating the Camp will be borne solely by the Coach and any profits will accrue to him. The Coach is directly responsible to any other University department for services provided by them. Failure to adhere to these terms will be considered a material breach of this 2011 Agreement.

7.2 Operation of a Camp substantially benefits the University and its men’s basketball program by creating ties to the local community, and enhancing the program’s prestige and visibility. The Coach shall operate the Camp with these goals in mind and shall at all times observe applicable University rules in connection with its operation.

7.3 The Coach shall not endorse or approve any other sports camps sponsored and operated by employees under his supervision without the specific written approval of the Athletic Director.

8. TERMINATION. Notwithstanding Paragraph 2, this 2011 Agreement shall terminate upon the occurrence of any of the following contingencies, and except for the payment of any salary or other compensation, or installments thereof, which have accrued for service performed as of the date of termination, the rights and obligations of the parties shall cease (it being understood that all compensation detailed in Section 4.2 above shall be deemed to have been accrued on the day that the corresponding goals/thresholds/accomplishments have been attained, and not on the date that payments are due):

8.1. Death or Permanent Disability. Termination shall occur in the event of the Coach’s death, or a permanent disability. A disability shall be considered permanent for the purposes of this Paragraph if the Coach is unable to perform his normal and customary duties for a continuous period in excess of 180 days.

8.2. Resignation or Acceptance of Other Employment. Termination shall occur in the event of the Coach’s resignation or retirement from University employment in violation of Paragraph 10, below, of this 2011 Agreement.

8.3. Cause. The Athletic Director may terminate the Coach for "Cause;" provided however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Athletic Director. The decision of the Athletic Director shall be the final decision of the University.

a. Cause shall be defined as: (i) material misconduct which is defined as wrongful, immoral (meaning inconsistent with the professional standards of conduct of an intercollegiate head coach) or unlawful conduct which adversely affects the Coach's ability to meet the performance standards and performance commitment set out in paragraphs 3.1 and 3.2 of this 2011 Agreement; (ii) repetitive unprofessional or unsportsmanlike behavior (provided Coach first receives written notice of the same, and a reasonable opportunity to cure); (iii) a material act of insubordination or repeated acts of insubordination (provided Coach first receives written notice of the same, and a reasonable opportunity to cure); (iv) failure to substantially fulfill the duties and obligations (which duties and obligations specifically exclude the Coach's win and loss record) established in this 2011 Agreement (and provided that Coach first receives written notice of the same, and a reasonable opportunity to cure); (v) a finding, not a mere allegation, by the University or by the NCAA or by the ACC of a major violation or repetitive secondary violations of NCAA or ACC bylaws, standards or rules.

b. The Athletic Director may suspend (with or without pay) the Coach pending an investigation or decision or relating to the existence of Cause for termination; provided however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Athletic Director. A suspension without pay under this Paragraph 8.3.(b) shall not extend beyond thirty (30) work days. The Coach may appeal any action taken by the Athletic Director under this paragraph 8.3.b to the President of the University. The President shall process the appeal in the same manner as are grievances of Exempt Employees of the University (a "Grievance"). The decision of the President shall be the final decision of the University. Coach shall be entitled to receive payments which were withheld pursuant to a suspension under this Paragraph 8.3.b. in the event that: (i) A Grievance (in connection thereto) is decided in Coach's favor; and/or (ii) with respect to any suspensions in connection with Paragraph 8.3.à.(v), a final determination is made by the NCAA that the Coach did not violate the NCAA Constitution or the NCAA Operating Bylaws.

8.4. Best Interests of the University. In addition to the reasons for termination set forth in Paragraphs 8.1, 8.2, and 8.3, this 2011 Agreement may be terminated by the University whenever the University determines that termination is in its best interests. Any such termination shall be effected by delivery to the Coach of a written Notice of Termination specifying the date upon which such termination becomes effective. In the event of a termination pursuant to this clause, the Coach shall be entitled to (a) continue to receive Guaranteed Compensation, including but not limited to, Annual Base Salary, Radio and television appearance compensation, Personal appearances compensation, Fund raising activities compensation, and Service, equipment and apparel endorsement compensation as provided in Paragraph 4.1, above, for the remaining portion of the term of this 2011 Agreement, or any extension thereof, as if he were still employed; and b)

along with any Potential Compensation detailed in Section 4.2 which accrued prior to the effective date of termination. The parties agree that said payments shall be deemed liquidated damages and not as a penalty, as such damages to Coach upon such termination are difficult to presently and accurately estimate.

8.4.1. Other Employment. In the event the Coach secures other employment or consulting with the men's basketball program or athletic program at another college or university or employment or consulting with any basketball team participating in any professional league or conference during the remaining portion of the term of this 2011 Agreement, or any extension thereof, he is obligated to notify the University in writing of the terms of that employment or consulting, including salary and any additional compensation. The University has the right to reduce its continuing payment obligations to the Coach to the extent that he earns other salary and additional compensation during the term of this 2011 Agreement (had it naturally expired) from said collegiate or professional basketball employment or consulting.

9. ACTIONS OTHER THAN TERMINATION.

9.1. Disciplinary Action. Notwithstanding anything in Paragraph 8.3, above, in the event the Athletic Director has a reasonable belief that the Coach engaged in misconduct or neglect of the character described therein, it shall lie in the discretion of the Athletic Director to take action other than termination; provided, however, the Coach will first receive written notice and be accorded an opportunity to be heard in a meeting with the Athletic Director. The decision of the Athletic Director shall be the final decision of the University. Actions the Athletic Director may take include, but are not limited to, a written reprimand, a suspension with pay, a suspension up to 45 days without the Guaranteed Compensation set forth in Paragraph 4.1 above; forfeiture of future Potential Compensation or other benefits; loss of a planned salary increment or merit raise, probation, or permanent reassignment.

9.2. Suspension. The Athletic Director may suspend (with or without pay) the Coach pending an investigation, decision or other matter relating to the existence of cause for disciplinary action under this Paragraph 9. A suspension without pay under this Paragraph 9.2 shall not extend beyond thirty (30) work days. The Coach may appeal any action taken by the Athletic Director under this paragraph 9.2 to the President of the University. The President shall process the appeal in the same manner as are grievances of Exempt Employees of the University. The decision of the President shall be the final decision of the University. Without limitation, Coach shall be entitled to receive payments which were withheld pursuant to a suspension under this Paragraph 9 in the event that a Grievance (in connection thereto) is decided in Coach's favor.

10. OTHER EMPLOYMENT.

10.1. Unique Services. The Coach hereby represents to have special, exceptional, and unique knowledge, skill, and ability as a Head Coach which, in addition to future acquisitions of coaching experience at the University, as well as the University's

special need for continuity in its men's basketball program, will render the Coach's services unique. The Coach recognizes that the loss of Coach's services to the University, without University approval and release, prior to the expiration of the term of this 2011 Agreement, or any extension thereof, would cause an inherent loss to the University which cannot be estimated with certainty, or fairly or adequately compensated by money.

10.2. No Other Employment. Coach nevertheless may terminate this 2011 Agreement prior to its normal expiration upon written notice of termination to the University. Further, if Coach terminates this Agreement in order to accept employment or consulting with the men's basketball program or athletic program at another college or university or to accept employment or consulting with any basketball team participating in any professional league or conference, Coach will pay to the University Five Hundred Thousand Dollars (\$500,000) if the termination occurs in years one through three (2012, 2013, 2014 of this 2011 Agreement; Three Hundred and Fifty Thousand Dollars (\$350,000) if the termination occurs in years four through six (2015, 2016, 2017 of this 2011 Agreement; or Two Hundred and Fifty thousand Dollars (\$250,000) if the termination occurs in years seven through eight (2018, 2019) of this 2011 Agreement. The Coach shall pay this amount within one year of the date that the Coach ends his employment. It is understood this payment does not constitute a penalty, but rather, a reasonable formula for estimating the resultant costs to the University, including: expenses associated with a search for a new head coach; expenses associated with paying two staffs of assistant coaches; moving and relocation expenses of the new head coach and assistant coaches; loss of revenue in ticket sales; disruption to the men's basketball program and its participating student-athletes; and, disruption of fund raising activities and loss of business revenue, gifts, and donations. The Coach therefore agrees, and hereby specifically promises, not to accept employment, under any circumstances, as a basketball coach at any institution of higher education which is a member of the NCAA, or for any basketball team participating in any professional league or conference prior to the expiration date of the term of this 2011 Agreement, or any extension thereof, without first providing written notice to the Athletic Director prior to accepting said employment. For the purposes of this paragraph, Coach shall be deemed to have terminated his employment at the University in order to accept employment or consulting with the men's basketball program or athletic program at another college or university or to accept employment or consulting with any basketball team participating in any professional league or conference if the acceptance occurs within one (1) year after termination of his employment at the University (provided said acceptance also takes place during what would have been the Term of this Agreement, had it naturally expired). Failure to perform the requirements set out in this Paragraph 10.2 shall constitute a material breach of this 2011 Agreement.

10.3. Prior Permission. Should any other coaching opportunity be presented to Coach or should Coach wish to pursue another collegiate or professional basketball coaching position during the term of this 2011 Agreement, or extension thereof, the Coach shall notify the Athletic Director of such opportunity or pursuit and seek to obtain permission from the Athletic Director before Coach, or any representative of Coach,

holds discussions with anticipated employers or their agents, provided that the Athletic Director's permission shall not be unreasonably withheld. The Coach shall give the Athletic Director a good faith opportunity to make a counteroffer prior to accepting employment. Failure to perform the requirements set out in this Paragraph 10.3 shall constitute a material breach of this 2011 Agreement.

11. SUPPORT STAFF AND FACILITIES. The Coach shall have the right to select and retain three assistant coaches, subject to the approval of the Athletic Director (not to be unreasonably withheld).

12. RELATIONSHIP BETWEEN THE PARTIES. The relationship between the Coach and the University shall be determined solely by the terms and conditions of this 2011 Agreement.

13. LIMITATION OF REMEDIES. The parties agree that neither party shall be liable for any collateral or consequential damages of any kind, including damages for lost collateral business opportunities or compensation arrangements set forth herein, or for costs and attorney fees in the event of a breach hereunder unless otherwise expressly agreed in this 2011 Agreement.

14. ASSIGNMENT. Neither party may assign, transfer, alienate, or encumber any of its rights or obligations hereunder without the express written consent of the other party, except as otherwise specifically set forth in this 2011 Agreement.

15. GOVERNING LAW. This 2011 Agreement shall be governed by and construed under the laws of the State of Maryland without regard to principles of conflicts of law. The Coach consents to exclusive jurisdiction and venue of the Circuit Court of Maryland for Prince George's County, Maryland, and agrees to waive his right to assert that this forum lacks personal jurisdiction over him or is an inconvenient forum for resolving any underlying dispute between the parties.

16. SEVERABILITY. If any provision of this 2011 Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby.

17. MODIFICATIONS. This 2011 Agreement constitutes the entire understanding between the University and the Coach and supersedes all other agreements and understandings, oral or otherwise, and may not be altered except by a written amendment duly executed by both parties.

18. DISCLOSURE. This 2011 Agreement is subject to public disclosure under Maryland law.

19. HEADINGS. The headings, captions, and paragraph numbers appearing in this 2011 Agreement are inserted only as a matter of convenience and do not define, limit,

explain, or modify the scope or intent of such sections nor in any way affect this 2011 Agreement.

20. NEPOTISM. The Coach agrees that with respect to the men's basketball coaching staff, a supervisor-subordinate employment relationship shall not directly or indirectly exist between family members, nor shall one member of a family assume for the other the role of advocate or judge with respect to conditions of employment or promotion. If a supervisor-subordinate relationship between family members develops during employment, the Coach must notify the Department of Intercollegiate Athletics human resources director promptly and the Department of Intercollegiate Athletics will take action to ensure that the supervisor-subordinate relationship does not exist; such action may include transfer, reassignment or removal of one or more family members. If members of the same family are recommended to work for the same supervisor, the arrangement shall be approved in advance by the Athletics Director (or designee) and President (or designee). No appointment of a family member may be made without such prior approval. For purposes of this Paragraph, "family member" means spouse, children, parents of employee or spouse, brothers or sisters of employee or spouse, nephews and nieces of employee or spouse, brothers-in-law and sisters-in-law of employee or spouse, and sons-in-law and daughters-in-law of employee or spouse.

21. COACH'S REPRESENTATIONS. In executing this 2011 Agreement, the Coach represents to the University that he has not been reprimanded by the NCAA or any previous employer on account of an NCAA major violation or a series of secondary violations; that he is not being investigated as a party involved in a pending major or secondary NCAA violations review; and that he has not been arrested, pleaded guilty to, or convicted of any crime (excluding minor traffic offenses) not heretofore fully disclosed by him to the Athletic Director. The Coach's representation regarding these matters is a material condition of this 2011 Agreement.

22. NOTICE. Any notice required or permitted to be given hereunder shall be sent in writing and delivered personally or by certified mail return receipt requested, postage prepaid, to the person named herein.

If to the Coach:

Mark Turgeon
Men's Basketball Office
Comcast Center
College Park, Maryland 20740

If to the University:

Kevin Anderson
Athletic Director's Office
Comcast Center
College Park, Maryland 20740

A copy shall be sent to Susan L. Bayly, General Counsel, Office of the President, University of Maryland, College Park, Maryland 20742. A copy shall also be sent to Brad L. Williams, Attorney-At-Law, 621 W. Mallon Avenue, Suite 603, Spokane, WA 99201.

IN WITNESS WHEREOF, the Coach and the authorized representatives of the University have executed this 2011 Agreement on the day and date first set forth above.

John A. Kuguli, Jr.
Witness

Mark Turgeon
Mark Turgeon, Coach

Denise O'Rourke
Witness

Kevin Anderson
Kevin Anderson, Athletic Director

Susan L. Bayly
Witness

Wallace D. Loh
Wallace D. Loh, University President

turgeon 6.15.11