

EMPLOYMENT AGREEMENT

THIS AGREEMENT for employment (“Agreement”), effective **February 1, 2018**, is made and entered into between Auburn University, a corporate body politic and an instrumentality of the State of Alabama (“University”), and **C. Allen Greene** (“Greene”).

WITNESSETH

WHEREAS, the University desires to employ Greene, and he desires to engage in such employment under the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. Duties. Greene is hereby employed by University as the Director of Athletics with all of the duties, responsibilities and obligations normally associated with the position at a major university (“Athletics Director”). In such capacity and under the direction of the Auburn University President (“President”) and the University, he shall devote such time and attention as are necessary to satisfy the responsibilities for the position of Athletics Director. Throughout the term of this Agreement, the Athletics Director shall use his best energies and abilities for the benefit of the University. He shall be subject to the rules and regulations of the University as established by the President and the Board of Trustees, which may change from time to time without notice.
2. Base Salary Compensation. The annual base salary for performance of duties of the Athletics Director as outlined in this Agreement and as otherwise assigned by the University shall be Six Hundred Twenty-Five Thousand Dollars (**\$625,000**) (“Base Salary”) plus benefits provided to University employees based upon this salary.
3. Term. This Agreement is for a term of five (5) years commencing February 1, 2018 through **January 31, 2023** (“Term”). Within ninety (90) days of the close of the second (2nd) year of this Term, the President will conduct a performance evaluation of the Athletics Director and may, at the President’s sole discretion with agreement of the Athletics Director, extend the Agreement Term for up to two (2) years. Such extension may only be by written and fully executed agreement of the Athletics Director and the University.
4. Compliance with Rules and Regulations. In order to promote an atmosphere of compliance, ensure institutional control, and emphasize the importance of compliance with the rules of the National Collegiate Athletic Association (“NCAA”) and any athletics conference of which the University is a member (“Conference”), it is understood that any Auburn University Athletics Department (“Athletics Department”) staff member who knowingly violates a NCAA or Conference rule or who conceals or attempts to cover up the violation of a NCAA or Conference rule may be fired immediately, and all contract rights terminated, as outlined below:
 - a. During the Term of this Agreement, Athletics Director shall perform his duties as Athletics Director of the University in a manner which, in all respects, as determined by the President, complies with all NCAA, Conference, and University rules and regulations. An Athletics Department representative who is found in violation of NCAA, Conference, or University rules or regulations as determined by the President shall be subject to disciplinary or

corrective action as set forth in the provisions of the NCAA enforcement procedures or other applicable policy or procedure. In the event, as determined by the President and/or the University after notice and an opportunity to be heard, Athletics Director engages in any of the following behaviors, then Athletics Director's employment under this Agreement may be terminated by University or a lesser sanction may be implemented and enforced including financial, participation, or other sanction less than termination:

- i. Knowing, reckless, or negligent commission of NCAA Level I or NCAA Level II violation (or comparable Conference or University rule or policy), or repeated and/or intentional violation of an NCAA Level III rule (or comparable Conference or University rule or policy);
- ii. Concealing or attempting to conceal the violation of an NCAA, Conference, or University rule about which he had actual knowledge or in the exercise of reasonable diligence should have known;
- iii. Authorizing or knowingly condoning any such violation by others;
- iv. Failing to report to appropriate University officials any such violation within a reasonable time of Athletics Director's knowledge of such violation.

University hereby represents that it will act in the most abundant good faith with respect to this Agreement provision.

- b. In promoting an atmosphere of compliance, Athletics Director shall himself and shall use his best efforts to cause employees of the Athletics Department or any other person associated with the Athletics Department to comply with the rules of the NCAA, the Conference, and University rules, regulations, and policies, including responding accurately and fully within a reasonable time to any request or inquiry relating to the performance of his duties or areas under his supervision during his University employment.
- c. Athletics Director agrees to cooperate with the NCAA and/or University staff in any University and/or NCAA investigation and infractions process(es) related to possible violations of NCAA, Conference, or University rules and regulations when requested to do so by the University, including responding accurately and fully within a reasonable time to any request or inquiry relating to the performance of his duties or areas under his supervision during his University employment. Full cooperation includes, but is not limited to, reporting violations in a timely manner; sharing all knowledge and documents requested in a timely manner; providing access to all electronic devices, social media and other technology; and maintaining confidentiality. A lack of cooperation may be considered an admission of a violation by Athletics Director.
- d. Athletics Director shall immediately notify the University President if he becomes aware of (1) any pending NCAA, Conference, or athletics governing body's investigation or inquiry of Athletics Director or the University; or (2) any criminal charge against Athletics Director or Athletics Department employee; or (3) any allegation of Athletics Director's misconduct at Athletics Director's prior places of employment. Athletics Director also

agrees that he may be suspended without pay or terminated with cause if University, the conference to which Athletics Director's previous institutions belong, or the NCAA concludes or has a reasonable basis to believe, after notice to Athletics Director and an opportunity to be heard, that Athletics Director was involved in significant or repetitive violations of then-applicable rules or regulations during previous employment at another institution.

- e. Pursuant to the University's Policy on Sexual and Gender Based Misconduct, Athletics Director acknowledges and understands that he is obligated promptly to report allegations or incidents of Prohibited Conduct of which he becomes aware.
- f. It is specifically understood that if this Agreement is terminated for violation of any provision of this Paragraph 4, Athletics Director's salary and other Agreement benefits shall terminate immediately and he shall not be entitled to any additional compensation or other benefits from the University other than such benefits and additional compensation earned as of the date of termination.

5. Additional Compensation.

a. Performance Incentives:

- i. In recognition of extraordinary athletics performance:
 - 1. One of the following (highest applicable amount):
 - a. One Hundred Thousand Dollars (\$100,000) for a College Football Playoff (CFP) National Championship; or
 - b. Fifty Thousand Dollars (\$50,000) for participation in a College Football Playoff (CFP) post-season bowl competition (i.e., Rose, Orange, Sugar, Chick-fil-A Peach, Cotton, or Fiesta Bowl); or
 - c. Fifteen Thousand Dollars (\$15,000) for participation in any other post-season bowl competition.
 - 2. Fifteen Thousand Dollars (\$15,000) for one of the following: (a) men's basketball regular season championship (including co-championship); or (b) men's basketball Conference championship; or (c) an appearance in the NCAA Division I Men's Basketball Tournament;
 - 3. Fifteen Thousand Dollars (\$15,000) for one of the following: (a) women's basketball regular season championship (including co-championship); or (b) women's basketball Conference championship; or (c) an appearance in the NCAA Division I Women's Basketball Tournament; and
 - 4. Twenty-Five Thousand Dollars (\$25,000) for four (4) or more teams (other than football or men's or women's basketball) making NCAA post-season tournament appearances in a single academic year.

- ii. In recognition of extraordinary academic performance:
 - 1. One of the following (highest applicable amount):
 - a. Fifty Thousand Dollars (\$50,000) if every team achieves a 985 APR or higher in a single academic year (single year rate); or
 - b. Twenty-Five Thousand Dollars (\$25,000) if every team achieves a 950 APR or higher in a single academic year (single year rate).
 - 2. Twenty-Five Thousand Dollars (\$25,000) if every team achieves a 950 APR or higher in a single academic year (multiyear rate); and
 - 3. Fifteen Thousand Dollars (\$15,000) if the cumulative Semester GPA of all teams is 3.00 or higher during any one semester in a single academic year.
- iii. At the sole discretion of the President, Athletics Director may be awarded up to Fifty Thousand Dollars (\$50,000) annually for excellence in leadership and performance.
- b. Incentive Cap. The total of all Performance Incentives accrued in an academic year shall not exceed One Hundred Fifty Thousand Dollars (\$150,000). Incentives shall be payable as wages in the pay period immediately following accrual of the incentive.
- c. Vehicle Allowance. Athletics Director shall receive an annual vehicle allowance of Sixteen Thousand Two Hundred Fifty Dollars (\$16,250), payable as wages in twelve (12) equal monthly installments.
- d. Club Membership. The University will provide Athletics Director a membership in the Auburn University Club.
- e. Tickets. Athletics Director will receive tickets to all home Football contests as follows: twelve (12) suite seats; six (6) suite standing room; ten (10) reserved seats in the seating bowl. Athletics Director will receive tickets to all home University men's basketball contests as follows: eight (8) reserved seats. Such tickets will be provided at no charge during the Term of the Agreement. Athletics Director agrees that he will use these tickets, as well as any additional tickets he may receive, in accordance with applicable NCAA, Conference, and University policies and regulations.
- f. Deferred Compensation: The University will establish and sponsor a tax-qualified deferred compensation plan to provide a supplemental retirement income for the Athletics Director ("Supplemental Plan") as provided in Sections 401, 403, 415, and 457 of the Internal Revenue Code, as amended. Effective February 1, 2018, and each Agreement year thereafter including any extensions hereof, the University will contribute to the Supplemental Plan an annual amount of One Hundred Thousand Dollars (\$100,000), with one-twelfth (1/12) of this amount to be contributed to the Supplemental Plan monthly. The Athletics Director will be fully vested in the Supplemental Plan the earlier of (1) after five (5) years of service if he remains

continuously employed as Athletics Director through January 31, 2023; (2) upon termination of Athletics Director's employment by the University pursuant to Paragraph 11(a) of the Agreement, or (3) upon termination of the Agreement due to Athletics Director's disability or death. All investment decisions made with respect to the Supplemental Plan will be made in the sole discretion of the University.

- g. The Additional Compensation set forth in Paragraph 5 of this Agreement is subject to the terms and conditions of this Agreement, the rules, regulations, policies and procedures of the University and its Athletics Department, and the rules and regulations of the Conference and the NCAA. In the event Athletics Director's employment with the University is terminated for any reason or under any circumstances, the Athletics Director's eligibility for additional compensation under Paragraph 5 shall cease immediately. Athletics Director shall not be entitled to any further benefit or compensation of any nature for the items in Paragraph 5 or Paragraph 2 of this Agreement from the University, the Athletics Department, or other University-related organization except as due and owing at the effective date of the termination. Further, the Athletics Director will not receive any bonus if the University, Conference, or NCAA concludes or has a reasonable basis to believe that the Athletics Director participated in or failed to report violations of University or Conference rules or regulations, or a Level I, Level II, or Level III NCAA violation(s) before the bonus was earned. For the purposes of this Paragraph, a bonus is earned upon the occurrence of the pertinent event.

6. Additional Obligations of the Athletics Director.

- a. Athletics Director shall perform certain personal services to the University as part of Athletics Director's duties as Athletics Director. Under the direction of the President and/or University, Athletics Director shall use his best efforts and devote such time and attention necessary to fund-raising, promotional, public relations, recruitment, and other activities benefiting the University as determined, directed and approved by the President and/or University. These activities include but are not limited to: radio and television programs; Internet activities; websites; "chat-room" conversations; engagement with institutional and/or sport-specific social media accounts; speaking engagements; endorsements; shoe, equipment, and apparel consulting agreements; and all other athletics related activities or activities that capitalize, advertise, utilize, or promote Athletics Director or Athletics Director's involvement in University athletics.
- b. The University prioritizes the academic achievement of the students who participate in its athletics programs. It is the expectation of the President that Athletics Director will emphasize the importance of academic achievement and progress toward a degree to the students who are athletes at the University, and to the coaches and other employees under Athletics Director's supervision and as directed by the University.
- c. In order to comply with NCAA rules and regulations, coaches, staff members or others employed by the Athletics Department who have knowledge of a student-athlete's use of a substance on the NCAA list of banned drugs must follow University procedures dealing with drug abuse and report such knowledge to the University's Athletics Compliance Office. Athletics Director shall not permit, encourage, or condone, directly or indirectly, the sale, use or possession of narcotics, drugs, controlled substances steroids or other chemicals, any of

which are prohibited by law, University policy, or NCAA, Conference, or other governing athletics rules.

- d. Subject to the approval of the President and in accordance with the terms of any applicable contracts or policies, Athletics Director has the authority and is responsible for the hiring and termination of all head coaches. Athletics Director is also responsible for the hiring and termination of all assistant coaches and staff of the Athletics Department. Such responsibilities will be exercised in accordance with the written policies established by the University and the Athletics Department and any applicable contracts.
 - e. Athletics Director or Athletics Director's representative(s) will not contact or hold discussions with any other potential employer or potential employer's representative(s) regarding job opportunities without first providing notice to the President. Additionally, if Athletics Director or Athletics Director's representative(s) is contacted by any representative of a potential employer regarding job opportunities, Athletics Director will require that representative or potential employer contact the President prior to any further discussions.
 - f. Recognizing that the athletics programs at Auburn University receive nationwide coverage which reflects upon the University, Athletics Director and all members of Athletics Director's staff will utilize best efforts to ensure that Athletics Director's appearance, actions and statements, both publicly and internally, as well as members of Athletics Director's staff, will reflect favorably on the University, the Athletics Department, and their programs.
7. Business Expenses. Athletics Director will be entitled to reimbursement for all reasonable business-related expenses. Such reimbursement shall be processed in accordance with normal University and Athletics Department procedures. Athletics Director agrees to be responsible personally for expenses that are not in accordance with University policy.
- a. The University acknowledges that under certain circumstances, Athletics Director's spouse may be expected to accompany Athletics Director on business travel or to attend business functions for legitimate University business purposes. Such spousal travel expenses may be reimbursed upon prior approval of such expenses by the University's Chief Operating Officer or President's designee. Athletics Director agrees to be responsible personally for spousal travel expenses that are not approved for reimbursement in accordance with this paragraph.
8. Assignment of Personal Endorsement Rights. Athletics Director hereby assigns to the University any and all personal endorsement rights he possesses or might possess so long as this Agreement is in effect for use during the Term. This assignment of personal endorsement rights by Athletics Director to the University includes any and all endorsement rights of any nature that Athletics Director possesses or might possess while he is employed by the University, and the assignment includes, but is not limited to, any rights to enter shoe and apparel contracts, as well as any other type of endorsement. Athletics Director also assigns to the University any rights he has to author, co-author, publish, or contribute in any fashion to the creation of any book, magazine, program or other publication, videotape, Internet website, or publication or radio/television broadcast. Said assignment will be effective at all times while Athletics Director is employed by the University. Athletics Director acknowledges and agrees that the University has the right to assign Athletics Director's personal endorsement rights to a third-party multimedia rights holder, which in turn will act as Athletics Director's agent with

respect to any and all endorsement opportunities. Athletics Director shall cooperate fully with the reasonable requests of the University and the multimedia rights holder to which Athletics Director's personal endorsement rights are assigned by the University.

9. Radio, Internet and Television Rights and Program and Personal Appearances. The University shall own, and Athletics Director hereby assigns as part of this Agreement, any and all rights to radio, television, Internet or other multi- and social-media platforms that are broadcast, rebroadcast or otherwise disseminated to the public, in any medium, in which Athletics Director serves as a participant (hereinafter referred to collectively as "Programs"). The University shall be entitled, at its option, to produce and market Programs or negotiate with third parties for the production and marketing of Programs. The University shall be entitled to retain all revenue from those persons or entities that make financial contributions to or pay a fee for commercial endorsements used on Programs (hereinafter referred to collectively as "Program Sponsors"). Athletics Director agrees, if requested, to appear on Programs relating to the University's athletics endeavors.

10. Outside Income. With prior approval of the President or designee, Athletics Director will be permitted to pursue athletics-related income outside of his employment with the University for such activities that are not requested by the University and are not otherwise related to Athletics Director's duties outlined in this Agreement. Where such activities capitalize, advertise, utilize, or promote Athletics Director's association with or involvement in University athletics, they will be in accordance with NCAA, University, and Athletics Department rules, policies and applicable state law. All such arrangements and activities must first be approved in writing by the President and shall not conflict with the best interests of the University or with the terms of this Agreement. It is specifically understood that the name of the University and its logos, trademarks, trade name, or other indicia shall not be used in any endorsement or for other commercial purpose without the University's prior written consent.
 - a. Annual Written Approval. Pursuant to NCAA rules and University policy, Athletics Director agrees annually to obtain prior written approval from the President or designee for all athletics-related income and benefits from sources outside the University, including but not limited to the following: annuities, sports camps, housing benefits, country club membership, television and radio programs, and endorsements or consultation contracts with athletics apparel companies.

 - b. Speaking Engagements. Athletics Director shall be allowed to retain any income received from speaking engagements the University or such third party then holding Athletics Director's endorsement rights has not requested and which are not otherwise naturally related to Athletics Director's duties outlined in this Agreement. Athletics Director acknowledges and agrees that prior to accepting any paid speaking engagement, he must notify the University of the speaking engagement and obtain written approval from the President or designee. The University reserves the right to refuse to provide approval at its sole discretion but will not unreasonably withhold or delay such approval.

 - c. Outside Income Report. Athletics Director must report to the President all athletics-related income from sources outside the institution. The report must be submitted by the Athletics Director annually or as otherwise required by NCAA or Conference rule or regulation. The annual report must be made in writing to the President.

- d. Compliance with Rules and Policies. All contracts and/or compensation entered into and/or received by Athletics Director will comply with applicable policies established by the University and its Athletics Department and with the rules and regulations of the NCAA and/or Conference. Such contracts and/or compensation shall be first approved by the President or designee in writing and shall not be inconsistent with existing University contracts or commitments as determined by the University.

11. Termination.

- a. Termination Other Than For Cause. The University may, at any time upon written notice to Athletics Director, terminate this Agreement without cause. In the event of termination other than as outlined in Paragraph 11.b. of this Agreement, the University will pay Athletics Director his Base Salary, benefits and additional compensation earned as of the date of termination. In addition, within sixty (60) days of the date of termination, the University will pay Athletics Director a one-time payment equal to one half of the Athletics Director's Base Salary through the end of the Term in exchange for Athletics Director's execution and non-revocation of a general release of all contract and employment related claims that Athletics Director may have against the University.
- b. Termination For Cause. The University may, at any time upon written notice to Athletics Director, terminate this Agreement and all payments and benefits related thereto for cause which shall be defined as follows:
 - i. Reason set forth in Paragraph 4; or
 - ii. Any material breach of the provisions of this Agreement or of University rules and regulations for which Athletics Director has been given notice and an opportunity to be heard; or
 - iii. Commission of or participation by Athletics Director in any act or occurrence which, in the University's determination, brings Athletics Director or the University in public disrepute, discredit, contempt, or scandal, or which is of such a nature that would offend, harm, and/or reflect unfavorably upon the University's reputation and/or primary mission and objectives, including but not limited to, acts of dishonesty, disrepute, misrepresentation, physical contact or violence, fraud, actions jeopardizing student-welfare, or other actions that may or may not rise to a level resulting in criminal action by relevant authorities.
- c. In the event of termination for cause under Paragraph 11(b), all compensation and other Agreement benefits shall terminate immediately, and Athletics Director shall not be entitled to any compensation or benefits from the University after the date of termination. The University's sole obligation to Athletics Director shall be payment of Athletics Director's Base Salary, benefits and additional compensation earned through the date of termination, and the University shall not be liable to Athletics Director in any other way or under any cause of action.
- d. Any termination for cause by the University shall be determined by the University and/or the President in consultation with the University's General Counsel.

- e. Termination by Athletics Director. In the event Athletics Director terminates this Agreement before the end of the Term to accept other athletically-related employment, Athletics Director will pay University within sixty (60) days of the date of termination, as a repayment of compensation, benefits and perquisites that University provided Athletics Director under the premise that Athletics Director would not accept similar employment during the Term and as consideration for full settlement of any and all claims that the University might otherwise assert against the Athletics Director arising out of his employment with the University, an amount equal to one half of the Base Salary through the end of the Term.
 - f. If, during the Term of this Agreement, Athletics Director dies or resigns his employment, no further compensation or benefits shall be due Athletics Director under this Agreement except for payments that have been earned or accrued but not yet paid.
 - g. All payments made under this Paragraph 11 and elsewhere as required under this Agreement shall be subject to all applicable income and employment taxes as determined by the University, in accordance with applicable law.
12. Severability. The invalidity or unenforceability of any provision of this Agreement has no effect on the validity or enforceability of any other provisions. It is the desire of the parties hereto that a court judicially revise any unenforceable provisions to the extent required to make them enforceable.
13. In the event either Party believes that the other Party to this Agreement is in default of any provision of this Agreement, the aggrieved Party shall provide written notice of the alleged breach to the other Party and provide thirty (30) days for the other Party to cure the alleged breach ("Notice Period"). The Parties agree that no cause of action at law or in equity shall arise in the event the alleged breach is cured within this Notice Period.
14. Forum Selection Clause. Any cause of action relating to this Agreement or Athletics Director's employment may only be brought in a court of competent jurisdiction in the State of Alabama.
15. Applicable Law. This Agreement is governed by and shall be construed and endorsed under the laws of the State of Alabama.
16. Binding Effect. This Agreement binds and is for the benefit of the University and its successors, assignees, and legal representatives and of the Athletics Director and his heirs, assignees, and personal representatives.
17. Modification. No waiver, discharge or modification of a provision of this Agreement is valid unless it is evidenced by a writing signed by or on behalf of the party against whom the waiver, discharge, or modification is sought to be enforced. The rights, payments, and benefits of this Agreement that inure to the benefit of Athletics Director shall not be assigned, attached, alienated, or otherwise transferred without the written consent of the University. The failure of either party to require performance by the other party of any provision of this Agreement shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver of a breach of any

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

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreement, understandings, inducements, and conditions, expressed or implied, written or oral, between the parties, with respect to its subject matter. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement.
19. Legal Expenses. University will defend Athletics Director against any claims asserted against him relating to actions by the Athletics Director within the scope of his University employment. The University will pay any judgment entered against Athletics Director that is based on a determination that he was acting within the scope of his employment.
20. Notices. All notices, claims, requests, demands and other communications under this Agreement shall be made in writing and shall be deemed given if hand-delivered or overnight mailed, either effective upon receipt, as follows:

To ATHLETICS DIRECTOR:

C. Allen Greene
392 S. Donahue Drive
Auburn, AL 36849

To UNIVERSITY:

Dr. Steven Leath, President
107 Samford Hall
Auburn, Alabama 36849

With a copy to:


Jaime S. Hammer, General Counsel
101 Samford Hall
Auburn, Alabama 36849

IN WITNESS WHEREOF, this Agreement has been executed this 30th day of October, 2018.

C. ALLEN GREENE



AUBURN UNIVERSITY



BY: Steven Leath, President