

LETTER OF INTENT

This Letter of Intent by and between the Troy University ("Troy") and Neal Brown ("Coach") sets forth the material terms that have been agreed upon by Troy and Coach relating to Coach's employment as Troy's head football coach. The parties will utilize reasonable efforts to incorporate these terms into a formal employment agreement ("Agreement") within ninety (90) days from the date of execution of this Letter of Intent.

Material Terms

- A. **Term.** The initial term of the Agreement will be fifty two (52) months, beginning on December 1, 2014 and terminating on March 31, 2019, unless extended pursuant to the terms herein.

The Agreement shall automatically renew for one (1) additional year on December 1, 2015 unless either Coach is in material breach of the Agreement on or before December 1, 2015 or a party provides written notice to the other party that they do not intend to extend the Agreement. Such extension shall be on contract terms no less favorable to Coach than the contract terms applicable to the final year of the Agreement at the time of the extension.

- B. **Compensation.** Coach's annual compensation shall be Six Hundred Sixty Thousand Dollars (\$660,000.00) paid in twelve (12) equal monthly installments. Coach shall be entitled to receive outside income consistent with Troy and NCAA policy, including, but not limited to, income associated with football camps.
- C. **Coaching & Support Staff.** Coach shall have an annual budget of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to be allocated, at his discretion, among his coaching staff (nine (9) assistant coaches). Coach shall have an annual budget of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) to be allocated, at his discretion, among his administrative support staff (Video, Administrative Assistant, Player Development).

Coach shall have the ability to offer the offensive and defensive coordinators multi-year contracts. Troy will provide a reasonable bowl bonus for the nine (9) assistant coaches. All assistant coaches' employment agreements shall run from their hire date through April 30 of each applicable contract year.

- D. **Termination Without Cause by Coach.** In the event Coach chooses to terminate the Agreement without cause prior to its expiration, he, or his designee, shall provide Troy liquidated damages in lieu of any and all other legal remedies or equitable relief, as follows:

If on or before February 1, 2016:	\$1.2 million;
If after February 1, 2016, but on or before February 1, 2017:	\$600,000
If after February 1, 2017, but before after February 1, 2018:	\$300,000
If after February 1, 2018, but before February 1, 2019:	\$150,000

August 1, 2013

TO: Mr. Shane Wasden
Troy University
Troy, Alabama 36082

This employment agreement (the "Agreement") is made and entered into this 1st day of August 2013, by and among Troy University ("TROY") and Shane Wasden (the "Assistant Coach").

1. **Employment.** TROY hereby employs the Assistant Coach and the Assistant Coach hereby agrees to serve TROY as its Assistant Football Coach in accordance with the terms and conditions hereinafter set forth and with the duties, responsibilities, and functions described herein.
2. **Term.** The initial of this Agreement shall begin on August 1, 2013 and continue until May 31, 2015.
3. **Annual Salary, Compensation.** Beginning June 1, 2011, the annual salary will be \$115,961.06 per year to be paid in twelve monthly installments. The Assistant Coach shall receive annual raises at the same rate as other University employees and receive all other benefits on the same basis applicable to all other monthly-paid employees of TROY.
4. **Duties and Responsibilities.** The Assistant Coach agrees to give full-time work and to participate in all activities incident to the position.
5. **Academics.** The Assistant Coach understands that TROY coaches are educators interested in the total development of each student-athlete. Therefore, the Assistant Coach agrees to manifest a concern for the academic standing of this University by recruiting academically qualified student-athletes and by encouraging their academic success through graduation. Moreover, the Assistant Coach understands that he is expected to exemplify good conduct and sportsmanship in his personal behavior.
6. **Bonus System.** The following bonus system is established for the Assistant Coach as included in the Head Coach's contract.
 - a. If the TROY football team wins or ties for the Regular Season Conference Championship, the Assistant Coach will receive \$3,000.

- b. Participation in a Non-BCS bowl game:
 - i. If the TROY football team participates in a Non-BCS bowl game, the Assistant Coach will receive $\frac{3}{4}$ month's gross salary, or
 - ii. If the TROY football team participates in and wins a Non-BCS bowl game, the Assistant Coach will receive one month's gross salary.
 - c. Participation in a BCS bowl game:
 - i. If the TROY football team participates in a BCS bowl game, the Assistant Coach will receive one month's gross salary, or
 - ii. If the TROY football team participates in and wins a BCS bowl game, the Assistant Coach will receive 1.5 month's gross salary.
 - d. If the TROY football team defeats a BCS opponent during the regular season, the Assistant Coach will receive \$2,500 for each BCS win in a season.
 - e. If the TROY football team finished the season ranked in the top twenty-five in a recognized poll (e.g., USA Today, CNN, AP, or Sporting News), the Assistant Coach will receive \$7,500.
 - f. If the TROY football team finished the season ranked number one in a recognized poll (e.g., USA Today, CNN, AP, or Sporting News), the Assistant Coach will receive \$15,000.
7. **Recruiting.** The Assistant Coach is to take an active and aggressive approach to recruiting, within the NCAA rules and regulations, and should be able to demonstrate clearly an attempt to recruit athletes who are scholastically and athletically competitive at the Division I level.
 8. **Outside Income.** The Assistant Coach is required to receive annually, prior written approval from the Chancellor for all athletically related income and benefits from sources outside TROY. Sources of such income shall include, but not limited to, income from annuities, sports camps, housing benefits (including preferential housing arrangements), country club memberships, complimentary ticket sales, television and radio programs, and endorsement or consultant contracts with athletic shoe, apparel, or equipment manufacturers. It is permissible for the Chancellor and the Director of Athletics to grant general prior written approval for a staff member to receive income not to exceed \$1,000.00 per event for participation in any athletically related activity. A detailed accounting of all such income shall be provided annually in writing by the staff member to the Chancellor.
 9. **Guidelines.** The Assistant Coach shall conform to TROY and NCAA guidelines regarding

purchasing procedures, Grant-in-Aid policies, and other athletic policies and procedures.

10. **Financial/Promotional Support.** The Assistant Coach agrees to work with the Director of Athletics in the promotion and sales of tickets and in the solicitation of private funds to provide financial support for the football program.
11. **Cooperation.** The Assistant Coach will work closely with the Director of Athletics to insure compliance with all rules, regulations and penalties of the NCAA, as well as the regulations, policies and statutes of TROY, and the State of Alabama.
12. **NCAA Compliance.** The Assistant Coach is expected to be familiar with and in compliance with NCAA policies, regulations, and philosophies as set forth in the NCAA Manual and the regular interpretations and/or re-definitions as presented by the NCAA. Pursuant to NCAA regulations, a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. Furthermore, a coach may be suspended for a period of time, without pay, or a coach's employment may be terminated if the coach is found to be involved in deliberate or serious violations of NCAA regulations.
13. **Termination for Cause.** This Agreement is for the time specified above unless sooner terminated for good cause, which shall include, but not be limited to, cancellation of the football program, failure to satisfy the conditions of this Agreement, and the Coach's violation of NCAA rules and regulations.
14. **Termination without Cause.** TROY shall have the right to terminate the Agreement without cause at any time by paying to the Coach such amount of money as is equal to the then remaining present value of the Coach's unpaid base salaries and other compensation less salary received from subsequent employment until the end date of the contract. For purposes of this paragraph, "present value" shall be computed by reference to commercially excepted standards as are mutually agreed upon among the parties.
15. **Termination by employee.**
 - a. **Permission to Contact.** If the Assistant is seeking employment at another institution of higher education or professional football organization it is agreed that such institution or organization shall first request permission from the University's Director of Athletics to speak with the Employee. This permission will not be unreasonably withheld.
 - b. **End of Compensation.** In the event the Assistant Coach terminates this Employment Agreement, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and

owing.

- c. **Liquidated Damages.** If the Assistant Coach terminates this Employment Agreement by resigning from the University prior to May 31, 2015 to assume a similar coaching position at a Sun Belt Conference member institution, the Assistant Coach shall pay in full as liquidated damages to the University prior to the Assistant Coach's effective date of termination the sum equal to the compensation that would be due to him under this Agreement at the time of termination as if he had remained an Assistant Football Coach for the remaining term.
 - d. **Resignation.** In the event the Assistant Coach terminates this Employment Agreement by resigning from the University and does not assume a similar position at a Sun Belt Conference member institution, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
 - e. **Retirement.** In the event the Assistant Coach terminates this Employment Agreement by retiring from the University, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
16. **Notice.** All notices under this agreement shall be in writing and shall be deemed to have been given when delivered by certified United States mail, return receipt requested, restricted delivery, with sufficient postage prepared thereon, and addressed as follows:

To Assistant Coach: Mr. Shane Wasden
Troy University
Davis Field House
Troy, Alabama 36082

To TROY: John Hartwell
Director of Athletics
Davis Field House
Troy, Alabama 36082

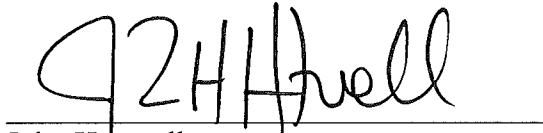
Jack Hawkins, Jr., PhD
Chancellor, Troy University
Adams Administration Building
Troy, Alabama 36082

IN WITNESS WHEREOF, we have set our hands and seals on the day and year first written above in Troy, Alabama.



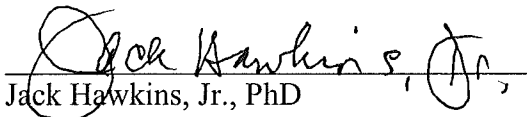
Shane Wasden
Assistant Football Coach

8/30/13
Date



John Hartwell
Director of Athletics

8/29/13
Date



Jack Hawkins, Jr., PhD
Chancellor, Troy University

10/21/13
Date



Witness

8/29/13
Date

August 1, 2013

TO: Mr. Sean Reagan
Troy University
Troy, Alabama 36082

This employment agreement (the "Agreement") is made and entered into this 1st day of August 2013, by and among Troy University ("TROY") and Sean Reagan (the "Assistant Coach").

1. **Employment.** TROY hereby employs the Assistant Coach and the Assistant Coach hereby agrees to serve TROY as its Assistant Football Coach in accordance with the terms and conditions hereinafter set forth and with the duties, responsibilities, and functions described herein.
2. **Term.** The initial of this Agreement shall begin on August 1, 2013 and continue until May 31, 2014.
3. **Annual Salary, Compensation.** Beginning June 1, 2013, the annual salary will be \$88,818 per year to be paid in twelve monthly installments. The Assistant Coach shall receive annual raises at the same rate as other University employees and receive all other benefits on the same basis applicable to all other monthly-paid employees of TROY.
4. **Duties and Responsibilities.** The Assistant Coach agrees to give full-time work and to participate in all activities incident to the position.
5. **Academics.** The Assistant Coach understands that TROY coaches are educators interested in the total development of each student-athlete. Therefore, the Assistant Coach agrees to manifest a concern for the academic standing of this University by recruiting academically qualified student-athletes and by encouraging their academic success through graduation. Moreover, the Assistant Coach understands that he is expected to exemplify good conduct and sportsmanship in his personal behavior.
6. **Bonus System.** The following bonus system is established for the Assistant Coach as included in the Head Coach's contract.
 - a. If the TROY football team wins or ties for the Regular Season Conference Championship, the Assistant Coach will receive \$3,000.

- b. Participation in a Non-BCS bowl game:
 - i. If the TROY football team participates in a Non-BCS bowl game, the Assistant Coach will receive $\frac{3}{4}$ month's gross salary, or
 - ii. If the TROY football team participates in and wins a Non-BCS bowl game, the Assistant Coach will receive one month's gross salary.
 - c. Participation in a BCS bowl game:
 - i. If the TROY football team participates in a BCS bowl game, the Assistant Coach will receive one month's gross salary, or
 - ii. If the TROY football team participates in and wins a BCS bowl game, the Assistant Coach will receive 1.5 month's gross salary.
 - d. If the TROY football team defeats a BCS opponent during the regular season, the Assistant Coach will receive \$2,500 for each BCS win in a season.
 - e. If the TROY football team finished the season ranked in the top twenty-five in a recognized poll (e.g., USA Today, CNN, AP, or Sporting News), the Assistant Coach will receive \$7,500.
 - f. If the TROY football team finished the season ranked number one in a recognized poll (e.g., USA Today, CNN, AP, or Sporting News), the Assistant Coach will receive \$15,000.
7. **Recruiting.** The Assistant Coach is to take an active and aggressive approach to recruiting, within the NCAA rules and regulations, and should be able to demonstrate clearly an attempt to recruit athletes who are scholastically and athletically competitive at the Division I level.
 8. **Outside Income.** The Assistant Coach is required to receive annually, prior written approval from the Chancellor for all athletically related income and benefits from sources outside TROY. Sources of such income shall include, but not limited to, income from annuities, sports camps, housing benefits (including preferential housing arrangements), country club memberships, complimentary ticket sales, television and radio programs, and endorsement or consultant contracts with athletic shoe, apparel, or equipment manufacturers. It is permissible for the Chancellor and the Director of Athletics to grant general prior written approval for a staff member to receive income not to exceed \$1,000.00 per event for participation in any athletically related activity. A detailed accounting of all such income shall be provided annually in writing by the staff member to the Chancellor.
 9. **Guidelines.** The Assistant Coach shall conform to TROY and NCAA guidelines regarding

purchasing procedures, Grant-in-Aid policies, and other athletic policies and procedures.

10. **Financial/Promotional Support.** The Assistant Coach agrees to work with the Director of Athletics in the promotion and sales of tickets and in the solicitation of private funds to provide financial support for the football program.
11. **Cooperation.** The Assistant Coach will work closely with the Director of Athletics to insure compliance with all rules, regulations and penalties of the NCAA, as well as the regulations, policies and statutes of TROY, and the State of Alabama.
12. **NCAA Compliance.** The Assistant Coach is expected to be familiar with and in compliance with NCAA policies, regulations, and philosophies as set forth in the NCAA Manual and the regular interpretations and/or re-definitions as presented by the NCAA. Pursuant to NCAA regulations, a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. Furthermore, a coach may be suspended for a period of time, without pay, or a coach's employment may be terminated if the coach is found to be involved in deliberate or serious violations of NCAA regulations.
13. **Termination for Cause.** This Agreement is for the time specified above unless sooner terminated for good cause, which shall include, but not be limited to, cancellation of the football program, failure to satisfy the conditions of this Agreement, and the Coach's violation of NCAA rules and regulations.
14. **Termination without Cause.** TROY shall have the right to terminate the Agreement without cause at any time by paying to the Coach such amount of money as is equal to the then remaining present value of the Coach's unpaid base salaries and other compensation less salary received from subsequent employment until the end date of the contract. For purposes of this paragraph, "present value" shall be computed by reference to commercially excepted standards as are mutually agreed upon among the parties.
15. **Termination by employee.**
 - a. **Permission to Contact.** If the Assistant is seeking employment at another institution of higher education or professional football organization it is agreed that such institution or organization shall first request permission from the University's Director of Athletics to speak with the Employee. This permission will not be unreasonably withheld.
 - b. **End of Compensation.** In the event the Assistant Coach terminates this Employment Agreement, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and

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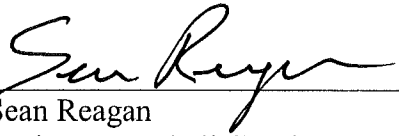
- c. **Liquidated Damages.** If the Assistant Coach terminates this Employment Agreement by resigning from the University prior to May 31, 2014 to assume a similar coaching position at a Sun Belt Conference member institution, the Assistant Coach shall pay in full as liquidated damages to the University prior to the Assistant Coach's effective date of termination the sum equal to the compensation that would be due to him under this Agreement at the time of termination as if he had remained an Assistant Football Coach for the remaining term.
 - d. **Resignation.** In the event the Assistant Coach terminates this Employment Agreement by resigning from the University and does not assume a similar position at a Sun Belt Conference member institution, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
 - e. **Retirement.** In the event the Assistant Coach terminates this Employment Agreement by retiring from the University, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
16. **Notice.** All notices under this agreement shall be in writing and shall be deemed to have been given when delivered by certified United States mail, return receipt requested, restricted delivery, with sufficient postage prepared thereon, and addressed as follows:

To Assistant Coach: Mr. Sean Reagan
Troy University
Davis Field House
Troy, Alabama 36082

To TROY: John Hartwell
Director of Athletics
Davis Field House
Troy, Alabama 36082


Jack Hawkins, Jr., PhD
Chancellor, Troy University
Adams Administration Building
Troy, Alabama 36082

IN WITNESS WHEREOF, we have set our hands and seals on the day and year first written above in Troy, Alabama.


Sean Reagan

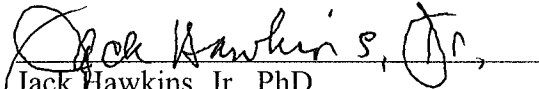
Assistant Football Coach

8/30/13
Date


John Hartwell

Director of Athletics

8/29/13
Date


Jack Hawkins, Jr., PhD

Chancellor, Troy University

10/21/13
Date


Witness

8/29/13
Date

June 1, 2014

TO: Mr. Al Pogue
Troy University
Troy, Alabama 36082

This employment agreement (the "Agreement") is made and entered into this 1st day of June 2014, by and among Troy University ("TROY") and Al Pogue (the "Assistant Coach").

1. **Employment.** TROY hereby employs the Assistant Coach and the Assistant Coach hereby agrees to serve TROY as its Assistant Football Coach in accordance with the terms and conditions hereinafter set forth and with the duties, responsibilities, and functions described herein.
2. **Term.** The term of this Agreement shall begin on June 1, 2014 and continue until May 31, 2015.
3. **Annual Salary, Compensation.** Beginning June 1, 2014, the annualized salary will be \$90,000 to be paid in monthly gross installments of \$7,500. The Assistant Coach shall receive annual raises at the same rate as other University employees and receive all other benefits on the same basis applicable to all other monthly-paid employees of TROY.
4. **Duties and Responsibilities.** The Assistant Coach agrees to give full-time work and to participate in all activities incident to the position.
5. **Academics.** The Assistant Coach understands that TROY coaches are educators interested in the total development of each student-athlete. Therefore, the Assistant Coach agrees to manifest a concern for the academic standing of this University by recruiting academically qualified student-athletes and by encouraging their academic success through graduation. Moreover, the Assistant Coach understands that he is expected to exemplify good conduct and sportsmanship in his personal behavior.
6. **Bonus System.** The following bonus system is established for the Assistant Coach as included in the Head Coach's contract.
 - a. If the TROY football team wins or ties for the Regular Season Conference Championship, the Assistant Coach will receive \$3,000.
 - b. Participation in a Non-BCS bowl game:
 - i. If the TROY football team participates in a Non-BCS bowl game, the Assistant Coach will receive $\frac{3}{4}$ month's gross salary, or
 - ii. If the TROY football team participates in and wins a Non-BCS bowl game, the

Assistant Coach will receive one month's gross salary.

- c. Participation in a BCS bowl game:
 - i. If the TROY football team participates in a BCS bowl game, the Assistant Coach will receive one month's gross salary, or
 - ii. If the TROY football team participates in and wins a BCS bowl game, the Assistant Coach will receive 1.5 month's gross salary.
 - d. If the TROY football team defeats a BCS opponent during the regular season, the Assistant Coach will receive \$2,500 for each BCS win in a season.
 - e. If the TROY football team finished the season ranked in the top twenty-five in a recognized poll (e.g., USA Today, CNN, AP, or Sporting News), the Assistant Coach will receive \$7,500.
 - f. If the TROY football team finished the season ranked number one in a recognized poll (e.g., USA Today, CNN, AP, or Sporting News), the Assistant Coach will receive \$15,000.
7. **Recruiting.** The Assistant Coach is to take an active and aggressive approach to recruiting, within the NCAA rules and regulations, and should be able to demonstrate clearly an attempt to recruit athletes who are scholastically and athletically competitive at the Division I level.
 8. **Outside Income.** The Assistant Coach is required to receive annually, prior written approval from the Chancellor for all athletically related income and benefits from sources outside TROY. Sources of such income shall include, but not limited to, income from annuities, sports camps, housing benefits (including preferential housing arrangements), country club memberships, complimentary ticket sales, television and radio programs, and endorsement or consultant contracts with athletic shoe, apparel, or equipment manufacturers. It is permissible for the Chancellor and the Director of Athletics to grant general prior written approval for a staff member to receive income not to exceed \$1,000.00 per event for participation in any athletically related activity. A detailed accounting of all such income shall be provided annually in writing by the staff member to the Chancellor.
 9. **Guidelines.** The Assistant Coach shall conform to TROY and NCAA guidelines regarding purchasing procedures, Grant-in-Aid policies, and other athletic policies and procedures.
 10. **Financial/Promotional Support.** The Assistant Coach agrees to work with the Director of Athletics in the promotion and sales of tickets and in the solicitation of private funds to provide financial support for the football program.
 11. **Cooperation.** The Assistant Coach will work closely with the Director of Athletics to insure compliance with all rules, regulations and penalties of the NCAA, as well as the regulations,

policies and statutes of TROY, and the State of Alabama.

12. **NCAA Compliance.** The Assistant Coach is expected to be familiar with and in compliance with NCAA policies, regulations, and philosophies as set forth in the NCAA Manual and the regular interpretations and/or re-definitions as presented by the NCAA. Pursuant to NCAA regulations, a coach who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. Furthermore, a coach may be suspended for a period of time, without pay, or a coach's employment may be terminated if the coach is found to be involved in deliberate or serious violations of NCAA regulations.
13. **Termination for Cause.** This Agreement is for the time specified above unless sooner terminated for good cause, which shall include, but not be limited to, cancellation of the football program, failure to satisfy the conditions of this Agreement, and the Coach's violation of NCAA rules and regulations.
14. **Termination without Cause.** TROY shall have the right to terminate the Agreement without cause at any time by paying to the Coach such amount of money as is equal to the then remaining present value of the Coach's unpaid base salaries and other compensation as set forth in paragraph three above. For purposes of this paragraph, "present value" shall be computed by reference to commercially excepted standards as are mutually agreed upon among the parties. This agreement shall also automatically expire in the event of the Assistant Coach's acceptance of other employment.
15. **Termination by employee.**
 - a. **Permission to Contact.** If the Assistant is seeking employment at another institution of higher education or professional football organization it is agreed that such institution or organization shall first request permission from the University's Director of Athletics to speak with the Employee. This permission will not be unreasonably withheld.
 - b. **End of Compensation.** In the event the Assistant Coach terminates this Employment Agreement, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
 - c. **Liquidated Damages.** If the Assistant Coach terminates this Employment Agreement by resigning from the University prior to May 31, 2014 to assume a similar coaching position at a Sun Belt Conference member institution, the Assistant Coach shall pay in full as liquidated damages to the University prior to the Assistant Coach's effective date of termination the sum equal to the compensation that would be due to

him under this Agreement at the time of termination as if he had remained an Assistant Football Coach for the remaining term.


- d. **Resignation.** In the event the Assistant Coach terminates this Employment Agreement by resigning from the University and does not assume a similar position at a Sun Belt Conference member institution, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
 - e. **Retirement.** In the event the Assistant Coach terminates this Employment Agreement by retiring from the University, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
16. **Notice.** All notices under this agreement shall be in writing and shall be deemed to have been given when delivered by certified United States mail, return receipt requested, restricted delivery, with sufficient postage prepared thereon, and addressed as follows:

To Assistant Coach: Mr. Al Pogue
Troy University
Davis Field House
Troy, Alabama 36082

To TROY: John Hartwell
Director of Athletics
Davis Field House
Troy, Alabama 36082

Jack Hawkins, Jr., PhD
Chancellor, Troy University
Adams Administration Building
Troy, Alabama 36082

IN WITNESS WHEREOF, we have set our hands and seals on the day and year first written above in Troy, Alabama.




Al Pogue
Assistant Football Coach

6/30/2014
Date



John Hartwell
Director of Athletics

6/23/14
Date



Jack Hawkins, Jr., PhD
Chancellor, Troy University

6 July 2014
Date



Witness

6/23/14
Date

August 1, 2013

TO: Mr. Kenny Edenfield
Troy University
Troy, Alabama 36082

This employment agreement (the "Agreement") is made and entered into this 1st day of August 2013, by and among Troy University ("TROY") and Kenny Edenfield (the "Assistant Coach").

1. **Employment.** TROY hereby employs the Assistant Coach and the Assistant Coach hereby agrees to serve TROY as its Assistant Football Coach in accordance with the terms and conditions hereinafter set forth and with the duties, responsibilities, and functions described herein.
2. **Term.** The initial of this Agreement shall begin on August 1, 2013 and continue until May 31, 2015.
3. **Annual Salary, Compensation.** Beginning June 1, 2013, the annual salary will be \$116,699 per year to be paid in twelve monthly installments. The Assistant Coach shall receive annual raises at the same rate as other University employees and receive all other benefits on the same basis applicable to all other monthly-paid employees of TROY.
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14. **Termination without Cause.** TROY shall have the right to terminate the Agreement without cause at any time by paying to the Coach such amount of money as is equal to the then remaining present value of the Coach's unpaid base salaries and other compensation less salary received from subsequent employment until the end date of the contract. For purposes of this paragraph, "present value" shall be computed by reference to commercially excepted standards as are mutually agreed upon among the parties.
15. **Termination by employee.**
 - a. **Permission to Contact.** If the Assistant is seeking employment at another institution of higher education or professional football organization it is agreed that such institution or organization shall first request permission from the University's Director of Athletics to speak with the Employee. This permission will not be unreasonably withheld.
 - b. **End of Compensation.** In the event the Assistant Coach terminates this Employment Agreement, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and

owing.

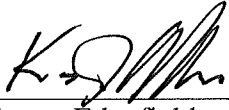
- c. **Liquidated Damages.** If the Assistant Coach terminates this Employment Agreement by resigning from the University prior to May 31, 2015 to assume a similar coaching position at a Sun Belt Conference member institution, the Assistant Coach shall pay in full as liquidated damages to the University prior to the Assistant Coach's effective date of termination the sum equal to the compensation that would be due to him under this Agreement at the time of termination as if he had remained an Assistant Football Coach for the remaining term.
 - d. **Resignation.** In the event the Assistant Coach terminates this Employment Agreement by resigning from the University and does not assume a similar position at a Sun Belt Conference member institution, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
 - e. **Retirement.** In the event the Assistant Coach terminates this Employment Agreement by retiring from the University, all obligations of the University to make payments for compensation shall cease immediately, with the exception of those already due and owing.
16. **Notice.** All notices under this agreement shall be in writing and shall be deemed to have been given when delivered by certified United States mail, return receipt requested, restricted delivery, with sufficient postage prepared thereon, and addressed as follows:

To Assistant Coach: Mr. Kenny Edenfield
Troy University
Davis Field House
Troy, Alabama 36082

To TROY: John Hartwell
Director of Athletics
Davis Field House
Troy, Alabama 36082

Jack Hawkins, Jr., PhD
Chancellor, Troy University
Adams Administration Building
Troy, Alabama 36082

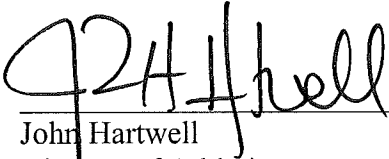
IN WITNESS WHEREOF, we have set our hands and seals on the day and year first written above in Troy, Alabama.



Kenny Edenfield
Assistant Football Coach

8/30/13

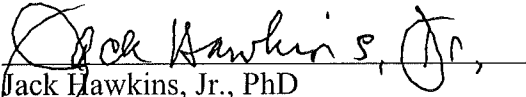
Date



John Hartwell
Director of Athletics

8/29/13

Date



Jack Hawkins, Jr., PhD
Chancellor, Troy University

10/21/13

Date



Witness

8/29/13

Date

Provided, however, that at any time there is less than one year remaining on the Term of Coach's Agreement, there shall be no liquidated damages.

Troy will waive such liquidated damages in the event the proposed North end zone facility is not substantially completed on or before November 30, 2016.

- E. **Termination Without Cause by Troy.** In the event the Agreement is terminated by Troy without cause prior to its expiration, Troy will pay Coach as liquidated damages in lieu of any and all other legal remedies or equitable relief, the then applicable base salary per year that would have been due had the Agreement not been terminated (or the appropriate fraction of said amount for any partial year for the remainder of the Term). Such amounts shall be payable in monthly installments from the time of termination until the original Agreement expiration date, subject to deductions required by law. Coach shall also be entitled to all other amounts earned at the time of termination without cause but not yet paid.
- F. **Termination With Cause.** The Agreement shall contain a mutually agreeable termination for cause provision, taking into generally accepted circumstances under which either party can terminate the Agreement with cause.
- G. **Incentives/Benefits**
 - 1. Standard University Employee Benefits Package. Coach shall receive a standard employee benefits package.
 - 2. Academic Performance Incentives. Coach shall receive Five Thousand (\$5,000.00) Dollars (\$) as additional compensation for each year the University football team's APR, as determined by the NCAA, meets or exceeds 945.
 - 3. Automobile. Coach shall be entitled to the use of 1 vehicle(s), to be mutually agreed upon by Coach and Athletics Director. Troy will be responsible for all payments on the vehicle, including insurance.
 - 4. Automobiles for Staff. Each of Coach's nine (9) assistant coaches shall be entitled to the use of a vehicle, to be mutually agreed upon by Coach and Athletics Director. Troy will be responsible for all payments on the vehicles, including insurance.
 - 5. Moving Expenses. Troy will provide or reimburse moving expenses for Coach and his staff in accordance with Troy policy and state law.
 - 6. Country Club Membership. Troy will pay for Coach's membership at the Troy Country Club, as reasonably determined by the Athletics Director, including any initial membership fees and annual dues. Coach shall be responsible for any personal expenses associated with the Membership.
 - 7. Use of Suite & Tickets. Coach, and or Coach's designee, shall be entitled to the use of a suite for all home football games as well as a reasonable number of complimentary tickets to all home and away football games as well as all home basketball games.

8. Reimbursement for Troy and Promotional Events. Coach shall be entitled to reimbursement through typical University procedures for reasonable expenses incurred by Coach and/or his spouse as a result of traveling to Troy events and/or promotional events at the request of the Athletics Director and/or the President or in the performance of his duties under the Agreement.

9. Performance Incentives. Coach shall be entitled to the following performance incentives, payable within thirty (30) days of the triggering event. These performance incentives are cumulative, meaning Coach can earn multiple bonuses.

a. *Conference Wins:* Coach shall receive Fifteen Thousand Dollars (\$15,000.00) for each conference win after the team's fourth (4th) conference win. Coach's base salary shall also be increased by the bonus amount earned under this provision. Such increase shall be effective January 1 following the season in which such increase was earned. For purposes of example only, if the team wins 6 conference games in 2015, Coach shall receive Thirty Thousand Dollars (\$30,000.00) as a bonus for the 2015 season. Also, Coach's base salary shall be increased by Thirty Thousand Dollars (\$30,000.00) effective January 1, 2016. This provision shall operate in the same manner in each year of the Agreement.


b. *Conference Championship:* Coach shall receive Ten Thousand Dollars (\$10,000.00) for a conference championship (shared or outright).

c. *Bowl Game:* Coach shall receive One Hundred Fifty Thousand Dollars (\$150,000.00) per game if the team earns a spot in the College Football Playoffs. Coach shall receive One Hundred Thousand Dollars (\$100,000.00) if the team receives an invitation to any bowl game that has a payout of Three Million Dollars (\$3,000,000.00) or more. Coach shall receive Fifty Thousand Dollars (\$50,000.00) if the team receives an invitation to any other bowl game that has a payout less than Three Million Dollars (\$3,000,000.00). Assistant coaches shall receive a bonus of one month's salary if the team receives an invitation to a bowl game and one and a half month's salary if the team earns a spot in the College Football Playoffs.

d. *Conference Coach of the Year:* Coach shall receive Five Thousand Dollars (\$5,000.00) for being recognized as the conference coach of the year.

e. *National Coach of the Year*: Coach shall receive Ten Thousand Dollars (\$10,000.00) for being recognized as the national coach of the year.

By signing this Letter of Intent in the space provided below, each party confirms that it has read, understands and has accepted the terms set forth herein and will finalize the Agreement consistent with the terms and conditions set forth in this Letter of Intent.



Troy University



Neal Brown

By: John Hartwell

Date: 11-30-14

Its: Athletic Director

Date: 11-30-14