

**THE UNIVERSITY ATHLETIC ASSOCIATION, INC.
ACTIVITIES AGREEMENT**

THIS ACTIVITIES AGREEMENT ("Activities Agreement") IS MADE as of the 26th day of November, 2017 by and between **The University Athletic Association, Inc.**, a tax-exempt corporation organized under the laws of the State of Florida for the purpose of conducting the inter-collegiate athletics programs of the "University" (defined below) (the "**ASSOCIATION**") and, Dan Mullen, an individual with a primary residence in Gainesville, Florida ("**Coach**" or "**the Coach**"). The Association and Coach are the sole "**parties**" and each is a "**party**" under this Agreement.

WITNESSETH:

WHEREAS, the parties desire to enter into this Activities Agreement on the terms and conditions set forth herein.

Now Therefore, for the covenants in this Activities Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **DEFINITIONS.** The terms defined in paragraph 1 and elsewhere in The University Athletic Association, Inc. Head Coaching Agreement ("the **Head Coaching Agreement**") executed by the parties simultaneously with this Activities Agreement will have the identical meanings when used in this Activities Agreement and not otherwise expressly defined herein.

2. TELEVISION AND RADIO PROGRAMS AND SPONSORSHIPS.

Coach shall perform the following duties in accordance with the requirements, provisions and standards of this Activities Agreement and the Head Coaching Agreement, including without limitation the standards in Paragraph 8 of the Head Coaching Agreement.

A. Programs. Association will produce or cause to be produced separate weekly football radio and television programs each week during the football season. The television programs (collectively, singly, and in any combination, “**Coach’s TV Shows**”) ordinarily will consist of a minimum of twelve (12) programs produced following each football game as well as two weekly, five-minute taped interviews for Association’s Media Rights Holder and two (2) brief TV interviews to be conducted at half-time and immediately following each football game for airing on the Media Rights Holder’s replay telecasts. The Coach’s TV Shows may, at the option of the Association, include pre-season and/or post-season programs. The radio programs (collectively, singly, and in any combination, “**Coach’s Radio Shows**”) shall, at a minimum, ordinarily include participation in twelve (12) “**Gator Talk**” (call-in shows) and twelve (12) Gator Radio Network game day broadcasts which ordinarily will each consist of a five-minute pre-game interview (conducted on either the day before the game or on game day, at Coach’s discretion), a live half-time interview (conducted simultaneously with the aforementioned TV interview), an 8-minute post-game interview, a minimum of three (3) live 10-minute interviews annually with the WRUF sports director, and occasional 5-minute interviews with key Gator Radio Network affiliates. Coach shall personally appear and participate in all of the television and radio programs comprising the Coach’s TV Shows and the Coach’s Radio Shows. Coach additionally agrees to take an active role in the promotion and sales of the Coach’s TV Shows and the Coach’s

Radio Shows, including meeting and/or calls with sponsors and prospective sponsors at appropriate times as may be necessary and desirable and to appear and perform on each of the weekly television and radio programs. The Coach shall coordinate his performance of such responsibilities with the Association's Senior Athletic Director for External Affairs and Media Rights Holder.

B. Website. Association will produce or cause to be produced content on its official website or on a separate, dedicated microsite featuring Coach with content managed by the Association's sports information director and football support staff ("Website"). Coach shall participate in a minimum of two (2) 30-minute chat sessions per year through the Website or the Association's social media accounts at times to be determined by the Association, and will autograph merchandise to support Website sales. Coach shall not establish or maintain a separate, personal website relating to his position as Head Football Coach, or relationship with the University or Association.

C. Promotional Activities. Coach shall assist in and provide full support for the promotional activities of Association and University, including without limitation the promotional activities associated with the Coach's Radio Shows and Coach's TV Shows described in subparagraph 2A herein, as requested by the Athletic Director. To this end, Coach shall comply with the Athletic Director's requests to participate in radio, television, internet, print, social and/or media, and other forms of advertisements promoting the Association, University, and/or sponsors, make personal appearances and commercial endorsements of sponsors' programs, products or services, and participate in any other activity promoting Association, University, and/or its sponsors, including, without limitation, the Media Rights Holder. In addition, Coach shall comply with the Athletic Director's requests to participate in any additional promotional activities

of the Association, University, and/or its Media Rights Holder and to participate in any marketing or other development activities or other related activities with current and prospective sponsors, including, without limitation, contacting current sponsors or prospective sponsors personally to increase advertising revenues.

The Association shall have the right to contract for commercial endorsements by the Coach and to authorize the use of such endorsements. Pursuant to the terms contained in paragraph 6 of the Head Coaching Agreement, Coach shall not enter into any endorsement agreements not authorized or approved by Association. Coach agrees that on a very limited basis sponsors may utilize his endorsement outside of Media Rights Holder programs if such sponsors obtain the prior written approval of Coach, Association and the Media Rights Holder.

D. Miscellaneous Activities. In accordance with and/or in addition to the activities set forth in subparagraphs 2A, 2B and 2C above, Coach agrees that he shall perform and participate in the following specific activities:

(1) Act as a spokesperson for the Media Rights Holder, including, but not limited to, participation in radio, television, internet social/and or media, and print advertisement in connection with the programs delineated in paragraph 2A herein, the Coach's TV Shows, and the Coach's Radio Shows;

(2) In addition to the activities set forth in subparagraphs 2A, 2B and 2C, accept and carry out speaking engagements, commercial taping sessions, autograph and/or photo sessions, social and entertainment functions, and/or provide other endorsement and promotional or advertisement assistance to sponsors, if requested by the Athletic Director, These activities, which are separate from and in addition to those activities further delineated below, shall be coordinated by the Association's Athletic Director or Athletic Director's designee;

(3) Appear and participate in the production of Association's highlight video of the football season if such video is produced;

(4) During the off-season, autograph a minimum of five hundred (500) items (e.g., footballs, helmets, posters, pictures, etc.) to support the Media Rights Holder and Association website and/or sponsor activities. These requests shall be made by the Athletic Director or designee;

(5) Participate in and attend annual Association sponsor golf outing and require all assistant coaches to participate;

(6) Host annual Association and Media Rights Holder major sponsor dinner, which shall be coordinated and paid for by Association and Media Rights Holder, and require all assistant coaches to attend;

(7) Appear at one (1) Media Rights Holder function per year to support radio station/promotional activities; and for pictures for a two-hour period;

(8) Appear at annual Fan Appreciation Day along with the entire football coaching staff and team and sign autographs and pose for pictures for a two-hour period;

(9) Record promotional spots for Media Rights Holder programs, including, but not limited to, radio network affiliate station IDs, radio commercials for sponsors, and Association, TV promotional spots (e.g., compliance, fan behavior, etc.), with such promotional spots to be recorded in approximately two (2) or three (3) tapings annually; and

(10) Make a reasonable number of speaking appearances before Gator Clubs (approximately ten (10)), University alumni organizations, season ticket holders, fans and similar groups. Association will review and determine annually the number of such appearances

considering and with the objective of not unreasonably interfering with Coach's duties under the Head Coaching Agreement.

E. Additional Television and Radio Shows. At the option of Association, additional television and radio programs may be produced with respect to a football bowl game. Such programs will be produced and Coach will participate in the same general manner as he does for regular season programs, but the bowl programs will be in addition to those for the regular season and the locales for production, taping and other activities may be different.

3. CAMPS.

Subject to annual approval of the Athletic Director and other applicable provisions, requirements and limitations of Paragraph 6 of the Head Coaching Agreement, including without limitation subparagraphs 6B, subparagraph 6H and subparagraph 6I of the Head Coaching Agreement, Coach, at his sole cost and expense, may operate football camps and clinics.

4. SPORTS AND FITNESS APPAREL AGREEMENTS.

A. Coach's Service Agreement. From time to time, Athletic Director, with the approval of the President, shall negotiate Royalty, Product Supply and/or Sponsorship contract[s] of the Association with a nationally known Sports and Fitness Company ("Company"). After obtaining the approval required under paragraph 6 of the Head Coaching Agreement, Coach shall enter into a separate agreement with the Company selected by Association for the personal services Coach is to provide to the Company ("Services Agreement"). In the Services Agreement and subject to the Athletic Director's approval of the Services Agreement, Coach shall agree to provide such personal services as the Company may reasonably request, which services may, at Company's option, include at a minimum, the

services in Exhibit A attached to and incorporated in this Activities Agreement and the services and benefits provided in subparagraph 2.B of this Activities Agreement. The Services Agreement shall not extend beyond the term of this Activities Agreement, and the terms of the agreement or agreements between Association and Company—as well as the terms of the Service Agreement between Coach and Company-- must provide for the Services Agreement's automatic termination upon the termination of this Activities Agreement and for Coach's suspension under the Services Agreement if and when and for such time as Coach is suspended under the Head Coaching Agreement and/or Activities Agreement (except only if Association notifies Coach on any particular occasion that his suspension shall not extend to the Services Agreement). All compensation to which Coach is entitled under the Services Agreement shall be paid directly to Coach (or to an entity controlled/owned by Coach) by Company, and Association shall have no responsibility for amounts due and owing under the Services Agreement. Coach agrees to provide his full support and assistance to ensure compliance with the terms and conditions of contracts entered into between Association and such Company.

The Services Agreement shall provide for an annual in-kind allowance for Coach to select apparel manufactured and/or distributed by Company having a wholesale value not in excess of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00). In addition, subject to the provisions of subparagraph 4A, subparagraph 4B, and subparagraph 4C of this Activities Agreement, Association guarantees that the Services Agreement shall provide for the total cash compensation to be received by Coach under the Services Agreement to be THREE HUNFRED FIFTY THOUSAND DOLLARS (\$350,000.00) for each of the Contract Years during the Term of the Head Coaching Agreement during which Coach is employed as Head Football Coach with Association, and for any Partial Contract Year the amount payable shall be prorated as determined

and calculated in accordance with the proration process described in paragraph 4 of the Head Coaching Agreement. All payments hereunder shall be subject to applicable taxes and withholding as provided in the Head Coaching Agreement respecting payments made thereunder and shall be paid in installments on February 1 and July 1 of each Contract Year. Subject to the provisions of subparagraph 4A, subparagraph 4B, and subparagraph 4C of this Activities Agreement, should the Services Agreement between Company and Coach provide for compensation to be paid to Coach (or to an entity controlled/owned by Coach) by Company in an amount that is less than the amount guaranteed under this subparagraph 4A for any Contract Year or Partial Contract Year during the Term of the Head Coaching Agreement, as applicable, Association shall provide the difference to Coach with such payments being made in equal installments over the period of the relevant Contract Year or Partial Contract Year at the same time base salary payments are made pursuant to the Head Coaching Agreement. Notwithstanding any other provision, Association shall not be responsible for paying Coach any amounts owed to Coach under the Services Agreement that are not in fact paid to him by the Company. For purposes of clarification, and subject to the terms of this Agreement, Coach shall be entitled to receive payment under this subparagraph 4A for the First Contract Year (November 26, 2017 – January 31, 2018) the amount of SIXTY-FOUR THOUSAND TWO HUNDRED FORTY-SIX and 58/100 DOLLARS (\$64,246.58).

B. Additional Undertakings. In return for the consideration paid to Coach by Company under the Services Agreement, and if and to the extent desired by Company, Coach shall grant Company the license (on terms which are acceptable to Coach, the Association, the University and the Company), to use the Coach's endorsement, in connection with the advertisement, promotion and sale of Company's products. If and to the extent desired by

Company (and subject to approval in advance by the Athletic Director under paragraph 6 of the Head Coaching Agreement), Coach will also agree to assist the Company in the testing and evaluating of their products and to offer suggestions which could improve the Company's products and will agree to provide services to Company regarding the advertisement and promotion of Company's products.

C. Cooperation. Coach agrees to cooperate with and assist Association in its fulfillment of its agreements with Company. Should Coach fail to enter into the Services Agreement for any reason whatsoever (other than if such failure is due only to a breach of this Activities Agreement by Association), or should any action and/or inaction of Coach and/or any breach of the Services Agreement, this Activities Agreement, and/or the Head Coaching Agreement by Coach result in the termination of the Activities Agreement and/or Services Agreement; or should any action and/or inaction of Coach and/or any breach of the Services Agreement, this Activities Agreement, and/or the Head Coaching Agreement by Coach result in the termination of any one or more contracts between Association and Company or result in Association not being able to enter into any such contracts, then in the event Coach fails to take reasonable steps to remedy such breach within thirty (30) days following Association's written notice, (i) Coach shall be in material violation of this Activities Agreement; (ii) Coach shall not be owed or be entitled to receive any amounts provided for in paragraph 5 and/or this paragraph 4, including any and all of its subparagraphs (and the guaranty under subparagraph 4A); and (iii) Association may terminate this Activities Agreement and/or the Head Coaching Agreement for cause.

5. COMPENSATION. As compensation for all of his duties under this Activities Agreement, Association shall pay Coach an amount equal to ONE MILLION SEVEN HUNDRED

FIFTY THOUSAND DOLLARS (\$1,750,000.00) for each Contract Year this Activities Agreement is in effect with said amount to be prorated for any Partial Contract Year in accordance with the proration process described in paragraph 4 of the Head Coaching Agreement. Payment of all sums due for a Contract Year or Partial Contract Year under this paragraph 5 will be made in appropriate equal installments at the same time base salary payments are made pursuant to the Head Coaching Agreement. All amounts payable under this Activities Agreement shall be subject to applicable taxes and withholding as provided in the Head Coaching Agreement respecting payments made thereunder. For purposes of clarification, and subject to the terms of this Agreement, the amount of compensation payable for the First Contract Year November 26, 2017 – January 31, 2018) shall be THREE HUNDRED TWENTYTY-ONE THOUSAND TWO HUNDRED THIRTY-TWO and 87/100 DOLLARS (\$321,232.87).

6. **CALCULATION OF BENEFITS.** Except to the extent as may otherwise be expressly provided in the Head Coaching Agreement, no sums owed to or paid or received by Coach from activities described in this Activities Agreement shall be included in computation of any retirement benefit provided to Coach under the Head Coaching Agreement; and except to the extent as may otherwise be expressly provided in the Head Coaching Agreement, no sums owed to or paid or received by Coach from activities described in this Activities Agreement shall be owed or paid to Coach in the event of any termination of the Head Coaching Agreement and/or this Activities Agreement (regardless of who is the terminating party or the reason for termination or the kind of payments owed to Coach in such circumstances); and except to the extent as may otherwise be expressly provided in the Head Coaching Agreement, no sums owed to or paid or received by Coach from activities described in this Activities Agreement shall be

included in any other obligation of the Association to Coach. Coach shall not at any time compensate directly or indirectly any employee of University or Association for performance of any service related to Coach's TV Shows or Coach's Radio Shows, or any other activities under this Activities Agreement or the Services Agreement.

7. **TERMINATION AND SUSPENSION**. This Activities Agreement and the Services Agreement automatically shall be deemed terminated, or Coach shall automatically be deemed to be suspended under this Activities Agreement and the Services Agreement, as the case may be, whenever the Head Coaching Agreement has been terminated or is void or Coach has been suspended under the Head Coaching Agreement in accordance with its terms--except only if the Association, at its sole option, notifies Coach that his suspension does not extend to the Activities Agreement and/or Services Agreement. This Activities Agreement and/or Services Agreement may be terminated and/or Coach may be suspended under this Activities Agreement and/or the Services Agreement for cause by Association whenever the Head Coaching Agreement may be terminated for cause, voided, or suspended under the provisions of Paragraphs 15 and/or 8D of the Head Coaching Agreement, whether or not Association also terminates or voids the Head Coaching Agreement. The parties agree that any material, significant or repetitive violation of any term of this Activities Agreement or the Services Agreement by Coach that is not or cannot be cured by Coach within thirty days following notice of such violation by Association may be cause for termination of the Head Coaching Agreement. The parties also agree that Coach shall not be entitled to any payments under this Activities Agreement or any Services Agreement in the event of a termination, with or without cause, of this Activities Agreement or the Head Coaching Agreement by either party, from and after the date of the notice of termination of either such agreement. Also, the parties

agree that the Coach shall not be entitled to any payments under this Activities Agreement and/or the Services Agreement, during or attributable to any period in which Coach is suspended under this Activities Agreement and/or the Services Agreement as the case may be.

8. **TERM OF AGREEMENT.** The Term of this Activities Agreement and the Services Agreement shall be the “**Term**” as defined in the Head Coaching Agreement. Any provisions of the Head Coaching Agreement that survive the expiration or termination of the Head Coaching Agreement and are incorporated in or are relevant to this Activities Agreement and/or the Services Agreement shall also survive the expiration or termination of this Activities Agreement and/or the Services Agreement as applicable.


9. **MISCELLANEOUS PROVISIONS.** The parties agree that Paragraphs 1, 6, 8, 16E, 17, 18, and 19 of the Head Coaching Agreement, as well as all provisions of the Agreement which reference the Activities Agreement, the provisions of all of which are incorporated herein, are made a part hereof by this reference. The miscellaneous provisions of this Activities Agreement shall survive the expiration or termination of this Activities Agreement with respect to any other surviving terms.


The Association acknowledges, agrees, and understands that Coach’s primary responsibility shall be to serve as the University’s Head Football Coach, which responsibility shall include, but not be limited to, coaching the team, carrying out practice requirements, administering Coach’s coaching and support staffs, engaging in preparation for game opponents, supporting the development (both on-the-field and off-the-field) of student-athletes who are members of the team, and other similar duties and responsibilities commensurate with those of a high-level NCAA Division I head football coach; and as such, Association agrees that any request, duty, or obligation contained herein shall not supersede or interfere with Coach’s primary responsibility.

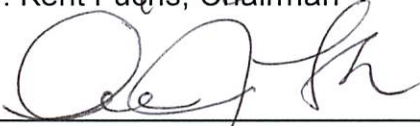
IN WITNESS WHEREOF, the parties hereto execute this Amended and Restated Activities Agreement, in duplicate counterparts, each of which when executed and delivered by both parties shall be an original binding contract, as of the 26th day of November, 2017.


WITNESSES:

THE UNIVERSITY ATHLETIC ASSOCIATION, INC.

By: 
W. Kent Fuchs, Chairman

 9.11.18

By: 
UAA President

 8.29.18
Exec. Assoc. AD

By: 
Scott Stricklin, Athletic Director

COACH

Dan Mullen, Head Football Coach
