

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This Agreement (“Agreement”) is made this 23rd day of June, 2014 by and between the University of Cincinnati (“University”) and Michael W. Cronin (“Coach”).

WHEREAS, the University and Coach entered into an employment agreement on March 24, 2006 to employ Coach as Head Men’s Basketball Coach, which agreement was subsequently amended on July 1, 2009, October 29, 2010, and May 31, 2013 to *inter alia*, extend the term of the agreement to March 26, 2018, (the “Amended Agreement”);

WHEREAS, the University and Coach wish to continue such employment relationship, but desire to amend and add to the terms contained in the Amended Agreement and to extend the employment term , which amendments and additions are incorporated into the terms and conditions contained herein; and

WHEREAS, Coach wishes to continue such employment for such period on the terms and conditions hereinafter contained; and

WHEREAS, the University and Coach have agreed to substitute this Agreement for the Amended Agreement effective as of April 1, 2014 (except for the amended compensation, which shall commence as of July 1, 2014);

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties agree as follows:

1. TERM

Subject to the terms and conditions of this Agreement, University will employ Coach as Head Men’s Basketball Coach for the University’s intercollegiate athletics program (“Program”) for the period beginning March 1, 2014, and ending March 1, 2021 (“Term”). Coach hereby accepts such employment for the Term subject to the provisions contained herein and on the terms and conditions set forth herein. Unless this Agreement is extended, amended or terminated early as set forth herein, this Agreement will automatically terminate on March 1, 2021 or the last game of the 2020 - 2021 season, whichever occurs later, without further notice to Coach.

2. DUTIES

As Head Men’s Basketball Coach, Coach shall report directly to the Director of Athletics or a senior level designee in the Athletic Department and under the general supervision of the President of the University shall have the responsibility for the planning, supervision and coordination of all aspects of Men’s Basketball, including but not limited to:

- a. Devote his full time and energy to the duties as required herein for the promotion of Men's Basketball and the Program, and shall refrain from engaging in any business or professional activities or pursuits that will prevent him from devoting his full time to the performance of his duties under this Agreement, or which will detract in any material manner from the performance of his duties as required herein;
- b. With the assistance of the University and the Athletics Department compliance staff, diligently seek to be fully knowledgeable of the University's Athletic rules, regulations and policies and those of the Big East Conference or any other athletic conference of which the University may subsequently become a member ("Conference") and diligently seek to adhere to the same;
- c. With the assistance of the University, develop programs and procedures that seek to assure the welfare and promote the academic success of the student athletes who participate in Men's Basketball;
- d. With the assistance of the University, supervise the Men's Basketball coaching staff, including sought compliance by the coaching staff with all rules and regulations of the NCAA, the Conference and the University;
- e. Participate in the athletic instruction and coaching of student-athletes;
- f. Interview or supervise the interviewing of prospective players, their parents and coaches;
- g. Promote Men's Basketball and the Program by means including but not limited to contact with media, alumni, boosters, fraternities, sororities, other university organizations, and civic groups;
- h. Maintain and project an attitude of good sportsmanship and be a role model for the students of the University;
- i. Work to integrate sports into the whole spectrum of academic life so that athletics makes a positive contribution to the University's teaching and service mission.

For the Term, Coach shall not be reassigned to another position without his prior, written consent.

3. COMPENSATION

a. Base Salary

Effective March 1, 2014, the annual salary ("Base Salary") for duties performed by Coach under this Agreement shall be as follows:

3/1/14	-	\$400,000
3/1/15	-	\$400,000
3/1/16	-	\$400,000
3/1/17	-	\$400,000
3/1/18	-	\$400,000
3/1/19	-	\$400,000
3/1/20	-	\$400,000

Coach's annual Base Salary is payable in equal monthly installments. No other items of compensation described herein shall be considered part of Coach's Base Salary for purposes of this Agreement or any guaranteed payment hereunder. Coach's Base Salary shall be evaluated by the University's Athletic Director at the conclusion of each basketball season for the purposes of reasonably determining whether to provide a merit-based increase thereof. Additionally, Coach's Base Salary shall increase at the same percentage as any University-wide (or similar) compensation increases during the Term.

b. Radio and Television

The University will guarantee to Coach from radio and television contracts as additional compensation, and not as part of Base Salary, the sum of Four Hundred Thousand Dollars (\$400,000) per year, payable in equal monthly installments. Coach will make himself reasonably available for duties under such radio and television contracts.

c. Public Relations

As the Head Coach, Coach understands that it is his responsibility to make himself reasonably available for speaking and other personal appearance engagements on behalf of the University and the Athletic Department. In consideration for his availability to participate in speaking and other personal appearance engagements, the University will pay to Coach as additional compensation, and not as part of Base Salary, the sum of Four Hundred Thousand Dollars (\$400,000) per year, payable in equal monthly installments.

d. Shoe, Equipment and Apparel Contract Payments

The University agrees to pay to Coach as additional compensation, and not as part of Base Salary, the sum of Six Hundred Thousand Dollars (\$600,000) per year to represent the University in connection with contractual agreements the University may enter into with shoe, equipment and apparel manufacturers ("Equipment Contracts"). The University agrees to confer with Coach prior to entering in such Equipment Contracts. Coach agrees that Coach

will wear such products or provide consultative services to the manufacturer or seller concerning the design and/or marketing of such shoes, apparel or equipment. Coach agrees to perform all reasonable services the University may require of him in fulfilling the University's obligations under any such Equipment Contracts, including his obligation to provide consultative services, and to wear such shoes, apparel and equipment. Coach agrees not to enter into any agreement with any competitor of any company or entity with whom the University enters an Equipment Contract that would in any way breach such Equipment Contract into which the University has entered. Coach further represents that he is not a party to nor does he have any interest in any Equipment Contracts as of the effective date of this Agreement. Payment shall be made in equal monthly installments.

e. Sports Camp

Coach will be authorized to operate a summer basketball youth camp on campus for up to four (4) weeks per year utilizing University athletic facilities free of charge. Direct costs will be billed to the camp except that the charges for housing and feeding participants shall be at the most favored rate charged to all others for similar services and facilities. Coach acknowledges and agrees that all such camps shall be operated in accordance with all sports camp policies of the Athletics Department then in effect.

f. Automobile

The University will provide Coach the use of one automobile on a loaned basis or a stipend in the amount of Ten Thousand Dollars (\$10,000) per year for an automobile, and Coach will be reimbursed for the business expenses in conjunction with such automobile. The University will pay the insurance premiums in connection with said vehicle under the University's automobile coverage.

g. Life Insurance

For each year that Coach is employed under the Term, the University shall obtain a term life insurance policy in the name of Coach with a death benefit to Coach's estate of Two Million Dollars (\$2,000,000). As a condition of this undertaking, Coach agrees to fully cooperate in completing all requirements of the insurer in order to obtain coverage at the most advantageous rates and terms, including without limitation waiver of physician-patient privilege and rights of privacy under federal and state laws.

h. Disability Insurance

For each year that Coach is employed under the Term and for which Coach elects coverage under one of the long term disability plans offered by the University, the University shall obtain a supplemental disability insurance policy in the name of Coach which will enable Coach to receive a total disability benefit from all sources equaling Twenty-Five Thousand Dollars (\$25,000) per month, starting with the first day he is declared totally disabled under the applicable University disability policy through the Term. As a condition of this undertaking, Coach agrees to fully cooperate in completing all requirements of the insurer in order to obtain

coverage at the most advantageous rates and terms, including without limitation waiver of physician-patient privilege and rights of privacy under federal and state laws.

i. Retirement Benefits

The University shall contribute Four Hundred Thousand Dollars (\$400,000) annually as an employer contribution to a 415(m) plan sponsored by the University. The employer contribution shall be made in such manner as the University determines for each completed calendar year beginning December 31, 2014. Coach must be actively employed on the payment date to be entitled to any employer contribution with respect to the period ended on that date. If the University determines, in its sole discretion, that the deferred compensation plan provided under this paragraph should be made into a deferred compensation arrangement other than the deferred retirement plan(s), or if applicable guidance from the Internal Revenue Service or Department of the Treasury prohibits the University from making such contribution to the supplemental retirement plan(s), such deferred compensation shall be made to any alternate deferred compensation arrangement adopted by the University and approved by Coach.

The retirement arrangements described in this Agreement are not based upon the advice and recommendation of the Board, the University, nor any of the University's agents and they have not in any way made any representation as to the plan(s) or the current or future tax ramifications to Coach. As such Coach agrees not to look to the Board, the University, nor any of the University's agents with respect to any and all tax liabilities and investment losses and penalties resulting from Coach's investment decisions or directions which may be incurred by him or his heirs, beneficiaries, executors, administrators, or personal representatives, as a result of the retirement arrangements described in this Agreement, except that the University shall use its best efforts to maintain and administer those arrangement pursuant to all applicable laws.

j. Golf Club Membership

Coach will be provided with an appropriate golf club membership for business use to be selected jointly by Coach and the University for which the University will pay regular dues, initiation fee and assessments. Coach will be responsible for the other expenses of membership.

k. Fringe Benefits Available to Non-academic Unclassified Administrative Personnel

Coach shall be entitled to receive the same fringe benefits and be eligible to participate in group insurance, retirement, voluntary payroll deduction and other programs on the same basis, and with the same employer contributions, that apply to the University's non-academic unclassified administrative personnel in the same classification.

I. Incentive Bonuses

(i) Team Performance

For each year during the Term, Coach will be eligible for the following bonuses for team performance payable not later than sixty (60) days after the end of the basketball season:

Wins in regular season (cumulative)

Twenty one win regular season (excluding exhibition games) - \$10,000

Twenty three win regular season (excluding exhibition games) - \$10,000

Twenty five win regular season (excluding exhibition games) - \$10,000

Conference (to be named)
Regular Season Champions - \$25,000 outright Champion
- \$10,000 co-Champions

Conference Tournament (cumulative)

Appearance in Finals - \$15,000

New Conference Champions - \$25,000

Conference Coach of the Year - \$15,000

National Coach of the Year (not cumulative)

By any one of the recognized associations as defined in the current year's Men's NCAA Basketball Records Book:

The Associated Press

U.S. Basketball Writers Association

National Association of Basketball Coaches

Naismith

The Sporting News

- \$25,000

NCAA Tournament (cumulative, except that, as noted, total bonus for appearance in both the First and Second rounds is \$20,000)

Appearance in First and/or Second Round Game	-	\$20,000
Appearance in Third Round Game	-	\$20,000
Appearance in Sweet Sixteen Game	-	\$30,000
Appearance in Elite Eight Game	-	\$60,000
Appearance in Final Four	-	\$100,000
Appearance in Championship Game	-	\$100,000
Winning National Championship	-	\$100,000

(ii) Academic Performance

Commencing with the 2013-2014 academic year, and for each academic year thereafter during the Term, Coach will be eligible for the following bonuses for team academic performance payable not later than sixty (60) days after the end of the spring quarter:

Team GPA (not cumulative)

Team GPA exceeds 2.75	-	\$20,000
Team GPA exceeds 3.0	-	\$40,000

Academic Progress Rate (“APR”) (not cumulative)

APR score of 950	-	\$25,000
APR Score of 975	-	\$35,000

m. Business Entertainment Allowance

Coach will have use of an expense account at a level determined by the Athletic Director annually, not to exceed Ten Thousand Dollars (\$10,000) per year. All expenses must be accounted for with receipts and other information in accordance with Athletic Department policies.

n. Complimentary Tickets

During the Term, the University will provide to Coach for his personal use twelve (12) complimentary season tickets for basketball home games and four (4) complimentary season tickets for the University’s football team’s home games, together with one parking pass. University will allow Coach to purchase up to four (4) additional season basketball tickets at the lower level, annual, “face value” rate. These tickets will be in Section: 120, Row: Floor, Seats 1-4 and will not be subject to the annual UCATS donation requirement. In addition, the University will provide to coach 16 complimentary tickets to the Big East Tournament (with the option to purchase an additional 12 tickets) and 12 tickets to any NCAA Tournament game in which the University plays (and the option to purchase an additional allotment of tickets

after the University has covered its ticket requests from key boosters/administration/partners); and in the event the University's Men's Basketball Team participates in any "Final Four," the University shall provide Coach 12 complimentary tickets (semi-finals and finals) with the option to purchase an additional 40 tickets (semi-finals and finals).

o. Guaranteed Payments

The parties agree that the total value of the payments listed in paragraphs a. (Base Salary), b. (Radio and Television), c. (Public Relations), d. (Shoe, Equipment and Apparel Contract Payments) of this Section 3, as well as the amount of the premiums paid for annual life insurance, disability insurance and car insurance in accordance with paragraphs g., h., and i. of this Section equals One Million Eight Hundred Thousand Dollars (\$1,800,000) for the years beginning 3/1/14, 3/1/15, 3/1/16, 3/1/17, 3/1/18, 3/1/19, and 3/1/20, which amount shall be referred to in this Agreement as the "Guaranteed Contract Payment". The University agrees that the total value of the payments listed in this paragraph in each year of the Term shall equal the Guaranteed Contract Payment.

p. Payments

Coach may request that payments under this Agreement be made to other entities. To the extent such payments are permitted by applicable laws, the University shall not unreasonably deny such requests.

q. Deductions from Compensation

Payments made or benefits provided to Coach by University pursuant to the terms of this Agreement shall be subject to all applicable payroll and other taxes and deductions required by state, federal and local law or regulation. In addition, the University will make such other deductions permitted by law and authorized by Coach in writing.

r. Right of Renegotiation

Should the University become a member of a Power 5 Conference (SEC, ACC, Big Ten, Big 12 and Pac-12) during the Term, Coach reserves the right to request a renegotiation of this Agreement. Should the parties be unable to successfully re-negotiate the terms, Coach may voluntarily terminate this Agreement and his employment with University, subject to the provisions of Section 6 herein.

s. Staff Bonuses.

The University agrees to provide a bonus of one month's salary (less applicable taxes and withholdings) to the Video Coordinator, Director of Basketball Operations, the Director of Student-Athlete Development, and the Director of Basketball Strength and Conditioning, in each year during the Term in which the men's basketball team participates in the NCAA Tournament.

4. OTHER EMPLOYMENT

a. During the term of this Agreement Coach shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the institution, except as may be permitted by this Agreement, NCAA and University Rules and the laws and regulations of the State of Ohio, and only with the prior written approval of the President of the University. Approval shall be required annually. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Such approval will not be unreasonably withheld, and the University agrees that such approval shall only be necessary to the extent University approval is required by the University of all full-time and part-time University employees with respect to athletically related income. NOTE: This is NCAA language.

b. Coach shall make a written annual report to the President of University specifying the amount of all income and benefits from approved sources outside the institution.

c. Except when Coach is required by the University to comply with contractual obligations of the University, the name, marks, or logos of University may not be used and Coach may not be identified as the Head Men's Basketball Coach of the University Program (1) for purposes related to any employment, consulting, or athletically related activities of Coach, other than for University, or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

d. The parties agree that Coach shall be required to notify the President through the Director of Athletics prior to engaging in substantive discussions with other institutions through their representatives or agents, or to entertain offers of other administrative opportunities at another educational institution.

5. TERMINATION

a. For Cause

The University may at any time upon written notice to Coach and in accordance with University policies and procedures terminate this Agreement for cause, which shall be defined as:

(i) Deliberate and serious violation by Coach of the material duties outlined in Section 2 of this Agreement (provided Coach is first provided with written notice and a reasonable opportunity to cure) or his refusal to diligently perform such duties in good faith;

(ii) Material violation by Coach of any of the other material terms and conditions of this Agreement which remains uncured for a period of ten (10) days after his receipt of written notice from the University specifying said violation;

(iii) Coach is convicted or pleads guilty to a violation of any criminal statute involving moral turpitude (or any felony), other than a minor traffic violation, and such violation reasonably and adversely undermines the University's confidence in his ability to carry out his duties as Head Men's Basketball Coach;

(iv) Coach engages in conduct that is a material or substantial violation of any rule, regulation, constitutional provision or bylaw of the University, the NCAA or the Conference, or of any official written interpretation of any of the foregoing previously issued by the University, the NCAA or the Conference, which violation, reflects adversely upon the University or its athletic program, including any serious violation which may result in the University being placed on probation by the Conference or the NCAA and including any violation which may have occurred during prior employment of Coach at another NCAA member institution; provided that in order for the University to find that Coach committed such a violation, the following process and procedures must first occur:

(A) The University must conduct a reasonably thorough and timely investigation of the facts and circumstances from which such alleged violation derived, including, without limitation, reviewing all relevant documentation and interviewing all relevant individuals identified by Coach;

(B) Coach must be given fourteen (14) days written notice of a hearing, which shall be part of the investigation. Such written notice shall set forth in sufficient detailed statements and explanations describing the University's findings as a result of such investigation and outlining the reasons the University feels such alleged violation occurred. Coach shall be given an opportunity to respond to such written notice at the hearing. Present at the hearing shall be the University representative(s) conducting the investigation, the University President or his/her designee, the University's Director of Athletics, a representative from the University's Office of General Counsel, and Coach's professional advisor(s), including, without limitation, legal counsel. Coach's professional advisor(s) may participate in the hearing; and

(C) If following such investigation and hearing the University reasonably and in good faith concludes that an NCAA violation has occurred requiring self-disclosure, the University shall notify Coach of its conclusion and then submit to the NCAA a self-disclosure report identifying such violation;

(v) A member of the coaching staff or any other person under Coach's supervision and direction, including a student-athlete in the Program, engages in conduct that is a material or substantial violation of any rule, regulation, constitutional provision or bylaw of the University, the NCAA or the Conference, or of any official written interpretation of any of the foregoing previously issued by the University, the NCAA or the Conference, and the Coach knew and could have prevented, any such violation, that reflects adversely upon the University or the

Program Before taking any action, the University will afford Coach the process and procedure described in Section 5.a.(iv), above;

In the event this Agreement is properly terminated for cause in accordance with this Section, all obligations of the University to make further payments and/or to provide any other consideration hereunder shall cease as of the date of the termination. In no case shall the University be liable to Coach for the loss of any collateral business arrangements or opportunities, nor shall he be entitled to payment of any bonuses for that year. Coach shall be entitled to receive all bonuses, compensation and other payments earned as of the termination date (even if such amounts aren't payable hereunder until a later date).

b. Without Cause.

The University reserves the right to terminate the Agreement without cause at any time prior to its expiration by giving Coach thirty (30) days written notice. In the event the University terminates this Agreement without cause, in lieu of the Guaranteed Contract Payments in Section 3.0 it agrees to pay to Coach, as liquidated damages in full satisfaction of its obligation to Coach under this Agreement, the following:

	Date of Termination	Liquidated Damages
Before	March 1, 2015	\$8,800,000
Before	March 1, 2016	\$6,600,000
Before	March 1, 2017	\$2,400,000
Before	March 1, 2018	\$1,000,000
Before	March 1, 2019	\$ 550,000
Before	March 1, 2020	\$ 550,000
Before	March 1, 2021	\$ 0

(i) The appropriate payment will be made within thirty (30) days of acceptance, settlement, or judgment of Coaches claim for liquidated damages. Amounts payable by the University to Coach shall be reduced by any taxes that the University is required by law to withhold. In the event the University terminates this Agreement pursuant to this paragraph, Coach will have no further duties, liabilities, or obligations under this Agreement. The parties agree that said payments are liquidated damages (and not a penalty), and have been mutually negotiated and agreed upon, as such damages are difficult to presently and accurately estimate. Coach shall have no duty to mitigate his damages.

(ii) Other than these liquidated damages, and notwithstanding the forgoing, the University shall not be liable for any other consequential, indirect, lost profit, punitive, special or similar damages, even if the University has been advised of the possibility of such damages.

c. Death or Disability of Coach

This Agreement shall terminate automatically in the event of Coach's death before the end of the Term or in the event Coach becomes totally disabled within the meaning of the Group Long Term Disability Insurance offered by the University. In either event, Coach will be entitled to the same rights and benefits as are available to similarly situated non-academic unclassified administrative University personnel in the same classification.

6. ACCEPTANCE BY COACH OF ANOTHER POSITION; LIQUIDATED DAMAGES

a. Coach recognizes that his promise to work for the University for the entire term of this Agreement is an essential consideration in the University's decision to employ him as Head Men's Basketball Coach. Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Men's Basketball Coach with the University prior to the expiration of this Agreement and accept a similar position at another Division I program. Accordingly, Coach agrees that in the event he resigns or otherwise terminates his employment under this Agreement prior to the expiration of the Term and accepts coaching position at another Division I program within one (1) year of his termination of this Agreement, he shall pay to the University as liquidated damages, and not as a penalty, the following amounts:

	Date of Termination	Liquidated Damages
Before	March 1, 2015	\$2,500,000
Before	March 1, 2016	\$1,500,000
Before	March 1, 2017	\$1,000,000
Before	March 1, 2018	\$1,000,000
Before	March 1, 2019	\$ 800,000
After	March 1, 2020	\$ 550,000

b. Payment of said liquidated damages will be in a single lump sum amount and shall be due within 90 days of Coach accepting another position. This requirement of payment of liquidated damages may be modified or waived by the President of the University at the President's sole discretion, acting on behalf of the University.

c. Except as provided in this Paragraph, Coach will have no further duties or obligations under this Agreement.

7. BASKETBALL BUDGET

For each fiscal year identified below (July 1 through June 30), the University shall provide Coach with an increase to the overall budget for the Men's Basketball in the following amounts:

FY 2014-15 -\$25,000 over the FY2013-14 budget
FY 2015-16 -\$15,000 over the FY2014-15 budget
FY 2016-17 -\$15,000 over the FY2015-16 budget
FY 2017-18 -\$15,000 over the FY2016-17 budget
FY 2018-19 -\$15,000 over the FY2017-18 budget
FY 2019-20 -\$15,000 over the FY2018-19 budget
FY 2020-21 -\$15,000 over the FY2019-20 budget

The allocation of these amounts is subject to the approval (not to be unreasonably withheld) of the Director of Athletics. If the University breaches or fails to perform any of the material promises, terms, or conditions of this Section 7, and such breach or failure continues for a period of sixty (60) days following receipt of written notice from Coach specifying the alleged breach or failure, then Coach shall have the right and option to immediately terminate this Agreement. For the purposes of this Agreement, Coach's exercise of this right and option to terminate this Agreement under this section 7 shall render the Sections 6.a and 6.b of this Agreement null and void and of no further force and effect.

Each year of the term Coach shall be permitted to utilize team transportation charters, lodging and other travel resources provided to the team under the overall Basketball budget for the following purposes: transportation and accommodation for Coach's spouse, children and parents when they accompany him to away games; transportation and accommodation for the spouses and children of assistant coaches to travel to the Conference Tournament, and for the spouses of assistant coaches and children to travel to one regular season away game. The total value of goods or services received for all the purposes set forth above shall not exceed Seventeen Thousand Five Hundred Dollars (\$17,500) in each year of the term. For purposes of calculating the value of the goods and services, only those goods and services that constitute income to Coach or the assistant coaches under the Federal Internal Revenue Code (e.g., the value of a seat on a team airline charter) shall be counted. The allocation of the \$17,500 to any of the purposes listed above shall be at the discretion of Coach subject to the approval of the Director of Athletics, which shall not unreasonably be withheld. It is understood that the \$17,500 is all that the University shall be responsible for regarding family travel. Once goods or services equaling \$17,500 have been provided, all other family travel expenses will be the responsibility of Coach or the individual coaches. Additionally, Coach will be able to expend up to Fifteen Hundred Dollars \$1,500 annually out of his annual operating budget to cover the cost of working meals for his staff. This amount will be reviewed annually, for potential increases.

In addition, the University agrees to provide an annual salary and bonus pool of at least \$670,000 in each year of the Term for the Men's Basketball program's coaching staff and non-coaching staff, including: Director of Basketball Operations, Director of Student-Athlete Development, Video Coordinator, strength and conditioning coach, and program trainer. All assistant coach increases shall come from this pool.

In addition, the University agrees to provide \$150,000 each year of the Term, beginning on July 1, 2014, and each subsequent July 1st of the Term, added to the top three Assistant Coaches salary pool, to be designated at the Coach's discretion.

8. NON-CONFERENCE BASKETBALL SCHEDULE

For each basketball season during the Term, Coach shall work jointly with the Director of Athletics to formulate the non-conference schedule, which shall not be finalized until approved by the Director of Athletics. The University agrees that this process shall not materially differ from the prior NCAA season to this Agreement.

9. MERGER AND AMENDMENT

The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the parties.

10. GOVERNING LAW

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Ohio.

11. MISCELLANEOUS

- a. The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the University's Board of Trustees, the sufficiency of legislative appropriations and availability of sufficient funds.
- b. Coach agrees that the University may use, without additional compensation except as set forth in this Agreement, his name, picture, likeness, and voice in connection with such programs and endorsements described herein, and in all other respects for purposes consistent with this Agreement.
- c. The parties agree that either party shall be afforded fourteen (14) days to cure any breach of this Agreement following written notice by the other party of said breach.
- d. Where written notice is required under the provisions of this Agreement, such notice shall be delivered to the following addresses:

Mick Cronin
Head Men's Basketball Coach
University of Cincinnati
Mail Location 0021
Cincinnati, OH 45221-0021

Jordan Bazant
The Agency Sports Management
22 West 21st Street, 8th Floor
New York, NY 10010
212.645.2141 (phone)

Michael R. Bohn
Director of Athletics
University of Cincinnati
Mail Location 0021
Cincinnati, OH 45221-0021

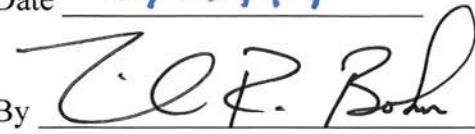
Rand E. Sacks, Esq.
The Sacks Group, PLLC
5335 Wisconsin Avenue, NW
Suite 720
Washington, DC 20015

e. This Agreement is subject to final approval by the University of Cincinnati Board of Trustees.

THE UNIVERSITY OF CINCINNATI

By 
Santa J. Ono, President

Date 6/18/14

By 
Michael R. Bohn, Director of Athletics

Date 6/18/14

By 
Michael W. Cronin, Coach

Date 5-22-14

APPROVED:

UNIVERSITY OF CINCINNATI BOARD OF TRUSTEES

By 
Chair, University Board of Trustees