

FIRST AMENDMENT

HEAD FOOTBALL COACH EMPLOYMENT CONTRACT

This first amendment ("First Amendment") of the Head Football Coach Employment Contract is made by and among UCF Athletics Association, Inc. (the "Association"), Joshua K. Heupel (the "Coach") and JH Football, LLC.

WITNESSETH

WHEREAS, the Association and Coach entered into that certain Head Football Coach Employment Contract effective as of December 4, 2017 ("Agreement"), whereby Coach agreed, inter alia, to perform such duties as are reasonable and customary for a coach in administration of a football program, and the Association agreed, inter alia, to compensate Coach for his services;

WHEREAS, the parties subsequently discussed revisions to the Agreement and desire to amend certain terms and conditions in the Agreement; and

WHEREAS, except as amended herein the terms and conditions of the Agreement as previously amended shall remain in full force and effect.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties intending to be legally bound hereto agree as follows:

1. Section 2 of the Agreement is deleted in its entirety and replaced as follows:

TERM: The term of this Agreement shall be effective as of December 4, 2017 (the "Effective Date") and shall terminate on January 15, 2024 (the "Term"). This Agreement in no way grants the Coach a claim to tenure in employment, or any years of employment attributable to tenure within the University. For purposes of this Agreement, each period during the Term from January 16 to the following January 15 shall be deemed a "Contract Year" except that the first Contract Year shall be the period from the Effective Date until January 15, 2019.

2. Section 5.1 of the Agreement is deleted in its entirety and replaced as follows:

The Association will exercise reasonable efforts to obtain radio and television appearances for the Coach. Any revenue generated by such appearances shall be the sole and exclusive property of the Association. The Association guarantees to pay JH Football, LLC an annual payment for the non-exclusive

use of Coach's services for radio and television appearances the payment amount shall be in the amount set forth in the table below.

Contract Year(s)	September 15	December 15	March 15	July 15
2018-19	\$162,500.00	\$162,500.00	\$162,500.00	\$162,500.00
2019-20 through 2023-24	\$237,500.00	\$237,500.00	\$237,500.00	\$237,500.00

The Association's obligation to make the payments set forth in this section is not conditioned upon the Association actually procuring any radio or television appearance for the Coach and is intended as guaranteed annual compensation to JH Football, LLC for the Association's right to utilize the Coach's services, regardless of whether the Association actually utilizes the services or not.

- Section 6.1 of the Agreement is deleted in its entirety and replaced as follows:

The Association reserves the right to contract with commercial firms regarding the sponsorship or endorsement of the Association and in the procurement of services, athletic equipment, or apparel that may be worn or used by student-athletes or Association personnel in practices and public performances. Any revenue generated by such agreements shall be the sole and exclusive property of the Association. In any one calendar year, the JH Football, LLC agrees to make Coach available to personally appear on behalf of the Association in connection with any equipment, services or apparel agreement, provided such appearances are at times and places mutually convenient and compatible with Coach's responsibilities. The Coach shall be reimbursed for all reasonable expenses incurred by him at the direction of the Association in the performance of his obligations under this paragraph. In exchange for granting the Association the non-exclusive right to utilize the personal services of the Coach in connection with any service, speaking, equipment or apparel agreement as described herein, the Association guarantees to pay JH Football, LLC in the amount set forth in the table below.

Contract Year(s)	September 15	December 15	March 15	July 15
2018-19	\$162,500.00	\$162,500.00	\$162,500.00	\$162,500.00
2019-20 through 2023-24	\$237,500.00	\$237,500.00	\$237,500.00	\$237,500.00

- Section 8.10 of the Agreement is deleted in its entirety and replaced as follows:

On an annual basis throughout the Term, the Association shall pay Company an amount ("Incremental Growth Amount") equal to twenty-five percent (25%) of the combined incremental growth in ticket sales revenue and per-seat donations revenue as calculated from a base line equal to the combined incremental growth in ticket sales revenue and per-seat donations revenue for the 2018 football season ("Base Line Amount") (it being understood that for the 2018-2019 season 8.10 of the Agreement shall prevail). The Incremental Growth amount shall be deemed to have been earned and shall be determined on the close of business on the day prior to the first home game of each season under this Agreement. The Incremental Growth Amount shall be paid to Coach on a quarterly basis on the same schedule as set forth for the payments provided in Paragraph 5.1. above. If season ticket revenue and per-seat donation revenue are equal to or less than the Base Line Amount in any season of this Agreement, the amount of additional compensation in this section shall be \$0 for that year. The parties understand and agree that this additional pay is not guaranteed and shall not be part of the calculation set forth in Section 9 below.

5. Except as amended hereby, all of the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOFF, the parties have executed this First Amendment, as of the respective dates written below.

Coach



Joshua K. Heupel



Date

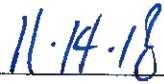
UCF Athletics Association, Inc.



By: Dr. Dale Whittaker, Chairman



By: Dr. Daniel White, VP and
Director of Athletics



Date

JH Football, LLC



Joshua K. Heupel, its Manager



Date