L

INTERCOLLEGIATE ATHLETICS

UCF Athletics Association

February 8, 2021

Terry Mohajir

RE: Memorandum of Understanding RE: Employment Offer

UCF Athletics Association, Inc.

Dear Terry:

It is with great pleasure that I offer you the position of President of the UCF Athletics Association, Inc. (UCFAA), effective on a date to be determined. You will also serve as Vice President and Director of Athletics at the University of Central Florida. This position reports to me as Chairman of the Board of Directors of UCFAA and President of the University. This Memorandum of Understanding, which presents some of the material terms of our offer, will be expanded and incorporated into an employment contract within the next 60 days. The employment contract will be for a period of five years with an option for a two-year extension after a 24-month review at the Chairman's discretion.

Your compensation will include the following:

- Annual base salary of \$795,000. Base salary will increase to \$825,000 in year two, \$850,000 in year three, \$900,000 in year four, and \$950,000 in year five.
- Annual incentive compensation up to \$200,000 for achieving academic, athletic and financial performance goals as determined by the President.
- Full standard benefits on the same terms as provided by the University or UCFAA to all
 professional employees, with contributions and benefits based upon the base salary
 where relevant.
- Reimbursement for your household moving expenses in accordance with UCFAA policy.
- Monthly car stipend in accordance with UCFAA policy.
- A club membership.

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In addition to the bullet points above, your employment contract will include the following elements:

- You shall be prohibited from receiving any benefits or compensation other than as described above from any other source without prior written agreement.
- If you terminate the contract, or if the contract is terminated for cause, the University or UCFAA shall not be liable for any payments or benefits after the date of termination.
- A termination for cause provision mutually agreed upon by the parties.
- You or agents acting on your behalf will not seek or apply for other athletic director positions without my prior approval, which shall not be unreasonably withheld.
- In the event you terminate your employment contract in the first two years you shall be required to pay UCFAA 55% of the balance of base salary due from the date of separation through the end of your employment agreement. If you terminate your employment contract for convenience in year three, you shall be required to pay UCFAA 65% of the balance of base salary due from the date of separation through the end of your employment agreement. If you terminate your employment contract for convenience in year four or five, you shall be required to pay UCFAA 80% of the balance of base salary due from the date of separation through the end of your employment agreement.
- In the event UCFAA terminates your employment without cause in the first two years, UCFAA shall pay you 55% of the balance of base salary due from the date of separation through the end of your employment agreement. If UCFAA terminates your employment for convenience in year three, UCFAA shall be required to pay you 65% of the balance of base salary due from the date of separation through the end of your employment agreement. If UCFAA terminates your employment contract without cause in year four or five, UCFAA shall be required to pay you 80% of the balance of base salary due from the date of separation through the end of your employment agreement.
- If you are found by UCFAA or University to have violated NCAA rules and/or regulations, whether while employed or prior to employment, or to have failed to report a violation that you know about, or to have failed to prevent or stop a violation that you know about, you shall be subject to disciplinary or corrective action, including suspension without pay or termination of employment for significant or repetitive University, Conference, or NCAA violations.
- UCFAA shall pay the buyout owed to your current institution.

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While these terms will be more fully explained and described in your employment contract, both parties will use best efforts to execute an employment contract within 60 calendar days of your start date. This Memorandum of Understanding shall serve as the contract until a formal contract is signed.

It is with great anticipation and enthusiasm that I offer you the position of President of the UCF Athletics Association, Inc. and Vice President and Director of Athletics at the University of Central Florida. Assuming that you are amenable, please indicate your acceptance by signing below. I have every confidence that you will lead our athletics program with integrity and pride, and I look forward to welcoming you as the newest member of Knight Nation.

Best regards,

Alexander

Digitally signed by Alexander

Cartwright

Cartwright

Terry Møhajir

Date: 2021.02.08 12:17:18 -05'00'

Alexander Cartwright, Ph.D.

Chair, UCF Athletics Association, Inc.

Terms of the Memorandum of Understanding are accepted.

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