DABO SWINNEY – TERM SHEET SUMMARY – 4/26/2019

Base Salary

TERMS ARE SUBJECT TO THE APPROVAL OF THE CLEMSON UNIVERSITY BOARD OF TRUSTEES COMPENSATION COMMITTEE

Supplemental

Licensing

Total

	<u> </u>			·
2019	\$245,000	\$5,505,000	\$2,500,000	\$8,250,0001
2020	\$245,000	\$5,505,000	\$2,500,000	\$8,250,000
2021	\$245,000	\$5,755,000	\$2,500,000	\$8,500,000
2022	\$245,000	\$5,755,000	\$2,500,000	\$8,500,000
2023	\$245,000	\$6,005,000	\$2,500,000	\$8,750,000
2024	\$245,000	\$6,255,000	\$2,500,000	\$9,000,000
2025	\$245,000	\$6,505,000	\$2,500,000	\$9,250,000
2026	\$245,000	\$6,755,000	\$2,500,000	\$9,500,000
2027	\$245,000	\$7,255,000	\$2,500,000	\$10,000,000
2028	\$245,000	\$7,255,000	\$2,500,000	\$10,000,000
Split Dolla	\$1,000,000			
Retention I	\$1,000,000			
Retention I	\$1,000,000			

¹ "True up" for 2019 CY annual comp increase

Total (all Compensation + Retention & S/D)

\$93,000,000 (\$9.30M APY)

Max Incentives = \$1,050,000 (cumulative)

APR* = \$75,000 / \$100,000

(*APR Single Year and Multi Year bonus language and values to remain as existing)

ACC Championship Appearance = \$50,000; + \$150,000 for Win

Non-CFP Bowl Game Appearance (with 8+ Regular Season Wins) = \$50,000

--or--

Year

CFP NY6 Bowl Game Appearance = \$100,000

--or--

CFP Semifinal Appearance = \$200,000

CFP Natty Appearance = \$200,000

CFP National Champion = \$250,000

National COY Award = \$50,000 (*COY bonus language and values to remain existing)

Swinney Buyout

For Collegiate Head Coach position:

Through December 31, 2019: \$4M	Through December 31, 2024: \$2M
Through December 31, 2020: \$4M	Through December 31, 2025: \$2M
Through December 31, 2021: \$3M	Through December 31, 2026: \$1M
Through December 31, 2022: \$3M	Through December 31, 2027: \$1M
Through December 31, 2023: \$2M	Through December 31, 2028: n/a

--and---

Buyout Enhancement for Head Coach position at the University of Alabama:

Through December 31, 2019: \$2M	Through December 31, 2024: \$1M
Through December 31, 2020: \$2M	Through December 31, 2025: \$1M
Through December 31, 2021: \$1.5M	Through December 31, 2026: \$500k
Through December 31, 2022: \$1.5M	Through December 31, 2027: \$500k
Through December 31, 2023: \$1M	Through December 31, 2028: n/a

University Buyout

Years 1 & 2 \$50.0M Years 3 & 4 \$47.5M Year 5 \$45.0M

Years 6 - 10 100% remaining total compensation (Base + Supplement + Licensing)

Good Faith Market Review

Beginning with the 2022 collegiate football season, the Parties agree to complete a good faith review and negotiation of Head Coach compensation within 120 days after the football team appears in the CFP (or surviving system) Semi-Final Game. After said review and negotiation, if the Parties fail to reach an agreement for a market adjustment of Head Coach's compensation and the University did not offer terms that would make Head Coach's annual compensation no less than third (3rd) amongst active head coaches at institutions which are eligible to compete for the CFP (or surviving system), the University agrees to waive for the remaining Term of this Agreement any liquidated damages which would be due from Head Coach to University should he subsequently terminate his employment at University (Swinney Buyout). For purposes of this provision, the average compensation per year (APY) over the remaining term shall be used as the primary market comparison. The Parties agree to jointly engage, if needed, an independent valuation expert to assist with determining market valuations (the valuation expert's opinion shall be non-binding).

No such review and negotiation will be required (but is not prohibited) if the Parties entered into an agreement for a market based adjust in the immediately preceding year.

Furthermore, this provision shall not prevent the parties from mutually agreeing to amend the terms of the Head Coach's employment agreement at any other point during the Term of this Agreement.