

**Excerpt from**  
**EMPLOYMENT AGREEMENT BETWEEN**  
**M. ROY WILSON**  
**AND**  
**THE REGENTS OF THE UNIVERSITY OF COLORADO**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made effective this 1<sup>st</sup> day of July, 2006 by and between M. Roy Wilson, M.D., M.S. ("Dr. Wilson") and the Regents of the University of Colorado, a body corporate ("University").

WHEREAS the University desires that Dr. Wilson serve as the Chancellor of the University of Colorado at Denver and Health Sciences Center ("UCDHSC" or "Campus") and Dr. Wilson agrees to serve in such capacity;

WHEREAS on or about April 7, 2006, Dr. Wilson and the University President entered into a letter of appointment, subject to approval by the Board of Regents, which provided for a five-year term of appointment and described the compensation and other terms and conditions of the appointment; and

WHEREAS on April 11, 2006, the Board of Regents authorized the President execute a five-year contract for Dr. Wilson in the position of Chancellor, UCDHSC approved his initial compensation as described in the letter of appointment.

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

**Incentive Payments:** In addition to his administrative stipend, Dr. Wilson is eligible for additional compensation not to exceed \$175,000.00 on an annualized basis as a performance incentive related to specific measurable criteria. On or before the commencement of his appointment as Chancellor and thereafter on or before each July 1 of each year, so long as he is employed in the position of Chancellor, he and the University president shall agree upon specific measurable performance objectives and goals. It is intended that \$150,000 of the annualized performance incentive compensation shall be used as an incentive for his achievement of high but normally attainable performance objectives and the remaining \$25,000 shall be used as an incentive for the achievement of performance objectives which represent extraordinary performance. Performance incentive compensation shall be paid monthly through the normal payroll process, commencing on the first payroll date after July 3, 2006 in such monthly amounts as would equal \$150,000 over a fiscal year period. The remaining \$25,000, if awarded, shall be paid within thirty-one days of the end of the fiscal year or within thirty-one days after the end of Dr. Wilson's appointment of Chancellor.

**Supplemental Salary:** In addition to the administrative stipend and performance incentive compensation set forth above, Dr. Wilson shall also be entitled to receive the following supplemental salary so long as he is in the position of Chancellor. Payments

shall be made monthly through the normal payroll process, commencing on the first payroll date following July 3, 2006 based on the annualized amounts described below

- (a) Supplemental Salary in lieu of Automobile Expense Reimbursement. Dr. Wilson shall receive supplemental salary in the annualized amount, of \$10,000 in lieu of any automobile allowance or reimbursement of any expenses (including mileage and parking) for in-state automobile travel.
- (b) Supplemental Salary for the Purchase of Life and Disability Insurance. Dr. Wilson shall receive supplemental salary in the annualized amount of \$18,000 for the purchase of life and disability insurance in addition to that provided by the University as a part of normal benefits for officers and exempt professionals.
- (c) Supplemental Salary for Housing. Dr. Wilson shall receive a supplemental salary for housing to assist him with the acquisition of housing in the Denver area in the annualized amount of \$47,000 with the understanding that he will use his home for University-related functions. This is in lieu of a housing allowance or any other payment for the use of his home for University-related functions.