

INDIANA UNIVERSITY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made this 10th day of June, 2011, by and between THE TRUSTEES OF INDIANA UNIVERSITY (the "University"), a statutory body politic of the State of Indiana, and Kevin R. Wilson (the "Employee").

ARTICLE I - PURPOSE

The University hereby employs the Employee, effective December 7, 2010, as the head football coach of its intercollegiate football team on the terms and conditions of this Agreement. The parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Thus, the educational purpose of the University shall have priority in the various provisions of this Agreement. The Employee recognizes the importance of the maintenance and observance of the principles of institutional control over every aspect of the athletic program, including football, at the University. The Employee shall recognize and respect the organizational structure of the University in the performance of his duties under this Agreement.

ARTICLE II - POSITION

2.01 Employee's Duties and Responsibilities

A. *General Duties and Responsibilities.* Throughout the Term (as hereinafter defined), the Employee shall have the following general duties and responsibilities:

1. *Loyalty and Best Efforts.* The Employee shall devote his best efforts and abilities full-time to the performance of his duties for the exclusive benefit of the University. The Employee shall undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the University all obligations, duties and responsibilities attendant to the position of head football coach as are set forth in this Agreement (or as may be assigned to the Employee from time to time). The Employee shall act with honesty at all times. The Employee recognizes that his actions are a direct reflection on the University, its athletic program and other individuals associated with the University, and he shall represent the University with honor and dignity and promote fair play and the generally recognized high standards associated with wholesome competitive sports.
2. *Rules Compliance.* The Employee shall comply fully with the constitution (or other governing documents), bylaws, rules, regulations, policies, including self-imposed sanctions, procedures, sanctions (and other disciplinary action, including current self-imposed sanctions) and standards of the University, the National Collegiate Athletic Association (the "NCAA"), the Big Ten Conference (the "Big Ten") and any amendments thereto or interpretative statements thereof issued by the relevant governing authority, or of any of their respective successors (collectively, the "Governing Rules"). The Employee further shall comply fully with any and all decisions, sanctions or other disciplinary action established or issued from time to time by, and any and all interpretations of the Governing Rules by, the University, including without limitation those of the University's Athletic Department (the "Athletic Department"), the NCAA, the Big Ten or of any of their respective successors. The Employee's compliance obligations include strict adherence to all of the Governing Rules relating to the conduct

and administration of the football program, including but not limited to those relating to recruiting, and he is responsible for compliance with the foregoing by all of his assistant coaches, staff members, and players and by all other individuals under his direct or indirect supervision, direction or control. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of any of the Governing Rules may have taken place as a result of an act or omission by him or anyone for which he is responsible, he shall report the same in writing promptly to the Vice President and Director of Athletics (the "Director of Athletics") and the Faculty Athletics Representative of the University. The Employee shall cooperate fully in any review or investigation of possible violations of any of the Governing Rules conducted or authorized by the University, the NCAA, the Big Ten or any successor of any of them. All additions, deletions or other changes or modifications during the Term to any of the Governing Rules (or interpretations thereof) shall automatically apply to this Agreement as and when such addition, deletion or other change or modification or interpretation is effective, without the necessity of a written modification of this Agreement.

B. *Specific Duties and Responsibilities.* The Employee shall have the following specific duties and responsibilities as head football coach, which list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement or as are determined by the Director of Athletics from time to time:

1. *General Description and Responsibilities.* In his position as head football coach, the Employee is responsible for the duties normally associated with a Division I football program, including: prospect evaluation, recruiting, training, coaching, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Rules, personnel supervision and evaluation, budgetary control, scheduling assistance, promotions, public relations, development activities and the overall effective performance of the football student-athletes and football coaching staff.

2. *Specific Responsibilities.* In his position as head football coach, the Employee has these additional specific responsibilities:

- a. Hire, train, supervise, and evaluate assistant coaches and support staff, including ensuring compliance with the Governing Rules by such coaches and support staff;
- b. Provide leadership for the effective recruiting, instruction and coaching of student-athletes, emphasizing fundamentals, conditioning, game preparation and strategy;
- c. Maintain an environment in which the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates;
- d. Take reasonable steps to maintain a competitive Division 1 football program in non-conference, Big Ten and NCAA competition;

- e. Participate in the marketing and promotional activities for the football program and the University's overall athletics program;
- f. Oversee all aspects of prospective student-athlete recruiting, including recruiting contacts, evaluations, official visits, telephone calls and other communications, and any travel-related activities of prospective student-athletes and the football coaching staff;
- g. Participate with media, alumni and civic groups consistent with the objectives of the athletics program (coordinated through the Athletic Department marketing staff);
- h. Work to integrate the student-athletes and team into the whole spectrum of academic life so as to complement the University and its mission;
- i. Work within, support and enforce the rules, regulations, guidelines and policies of the Athletic Department;
- j. Make best efforts to assist the Director of Athletics (or his designee) in the scheduling of football games;
- k. Provide positive and constructive public statements regarding the football team, athletics program, athletics staff, coaches, the University and the University staff and represent the University positively in public and private forums and in a manner that does not reflect adversely on the University;
- l. Make every effort, in recognition that academic success among student-athletes is a very high priority for the University, to cooperate with, assist, and support the efforts of the University's faculty and administrative officials as they work to assist the football student-athletes in meeting their academic requirements;
- m. Maintain a comprehensive knowledge of all of the Governing Rules and ensure strict compliance with the Governing Rules by all persons involved with the football program under the Employee's supervision and direction. Fully participate and cooperate in all compliance-related activities (and remain in contact with the compliance staff), procedures and evaluations conducted by the University and require all of the football assistant coaches, staff and others involved in the football program to adhere in all respects to the foregoing;
- n. Maintain discipline in the football program and be fair and protective of the student-athletes while motivating them;
- o. Maintain a working environment where everyone associated with the football program works together to pursue continuous improvement; and
- p. Maintain an environment in which the assistant coaches, staff and others involved in the football program comply in all respects with the Governing Rules.

3. *Assistant Coaches.* The Employee shall have the authority to recommend the hiring and termination of assistant coaches for the University's football program subject to the approval of the Director of Athletics (which approval will not be unreasonably withheld). All assistant coaches shall be University employees. It is understood that assistant coaches are immediately responsible to the Employee, who will assign the duties of each of the assistant coaches, and that the Employee is responsible for the activities of such assistant coaches as those activities relate to the educational purposes and the athletics interests of the University. It is further understood that the Employee and assistant coaches are responsible to the Director of Athletics for compliance in all respects with the Governing Rules.

4. *Scheduling.* The Director of Athletics and the Employee will work in concert to ensure that the football team's schedule allows the football program to meet and maintain the University's objectives of the overall intercollegiate athletics program of the Athletic Department. Ultimately, the schedule of games is the decision of the Director of Athletics.

2.02 The Employee May be Disciplined for Violations of the NCAA Rules

Without limiting the University's rights as otherwise set forth in this Agreement (and notwithstanding any other provision of this Agreement), if the Employee is involved in any act or omission that may give rise to a finding that he, any member of the football staff, including assistant coaches, any of the football student-athletes and/or the University has violated any of the NCAA Rules, the Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures or as otherwise determined by the University, including suspension without pay or termination of employment. For purposes of this Agreement the term "NCAA Rules" shall refer to the Governing Rules of (or issued or promulgated by) the NCAA or any successor of the NCAA.

In addition (and without limiting any other rights of the University under this Agreement), the University may take any disciplinary or corrective action for any violation of this Agreement. Without limiting the foregoing, the University may in its sole discretion take disciplinary or corrective action in lieu of termination of the employment of the Employee by the University for Cause (as hereinafter defined) in the event of the occurrence of any act or event that could be grounds for termination of his employment by the University for Cause and/or pending a review or investigation of any such act or event. Disciplinary or corrective action may include, but is not limited to, suspension with or without pay, reduction of salary or other compensation otherwise payable under this Agreement or other disciplinary or corrective action which may be authorized by the NCAA enforcement procedures.

2.03 Reporting Relationship

The Employee shall report to the Director of Athletics.

ARTICLE III - TERM OF EMPLOYMENT

3.01 Term of Employment

The University hereby employs the Employee and the Employee hereby accepts employment hereunder for the period beginning on December 7, 2010, and ending on December 6, 2017 (the "Normal Expiration Date") unless such employment is earlier terminated pursuant to the terms and conditions of this Agreement. The actual period of time that the Employee is employed by the University under the terms and conditions of this Agreement is referred to in this Agreement as the "Term."

ARTICLE IV - COMPENSATION

4.01 Base Salary

The University shall pay the Employee a base salary for services provided during the Term in accordance to the terms and conditions of this Agreement at the annual rate of Five Hundred Thousand Dollars (\$500,000.00), payable in equal monthly installments and in accordance with the standard payroll practices of the University.

4.02 Employee Benefits

During the Term, the University will provide the Employee with the following employee benefits (and no others):

A. *Standard University Employee Benefits.* The Employee shall be entitled to the standard University employee benefits appropriate to the Employee's classification (as described by the University's human resource policies), including, among other things, group life insurance, paid time off, family medical and dental coverage and retirement contributions. If any benefit is based in whole or in part upon salary paid to the Employee, such benefit shall be based only on the Employee's base salary as provided for in Section 4.01 and shall not be based on any outside income, deferred compensation or supplemental compensation paid in accordance with the provisions set forth in Sections 4.03, 4.04, 4.05, 4.06, or Article V hereof.

B. *Expenses.* The University will reimburse the Employee for necessary expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement, including but not limited to expenses incurred while recruiting, work-related travel, professional association fees, and other professional development expenses. Such reimbursement shall be made in accordance with the standard policies and procedures of the University (and the Athletic Department) upon presentation to the University of vouchers or other statements itemizing such expenses in reasonable detail. Such reimbursement shall be at the rate provided by the University (and the Athletic Department) policies.

C. *Cell Phone.* The University will provide a monthly stipend of One Hundred Fifty Dollars (\$150.00) for cell phone service.

D. *Additional Expenses.* The University will provide the Employee a stipend of One Hundred Thousand Dollars (\$100,000.00) per employment year to cover expenses such as spouse vehicle/insurance, social club membership(s), entertainment for football staff/families,

iPad and/or other electronic devices, family travel and child care that are incidental to the position as head football coach. The University will also provide a family membership to the IU Golf Course/Driving Range and to the IU Tennis Center. Such stipend shall be earned on a pro-rated basis during the employment year and shall be payable in twelve (12) equal monthly installments in accordance with the University's customary payroll procedures, less applicable taxes and other withholding required by law.

E. *adidas Product Allowance.* The Employee shall receive a personal family clothing allowance of \$10,000.00 per employment year for the placement of orders for adidas product. The Employee must utilize the allowance during the Term of this Agreement; any allowance remaining at the end of the Term shall not be carried over, even if the parties sign a renewal contract. Employee may place orders directly with adidas, and the University shall notify the Employee if a particular adidas representative is to be the contact person for this purpose. The University may contact adidas directly regarding the allowance account, including but not limited to balance information, for auditing purposes. The amount of the allowance used in a calendar year will be included in the Employee's gross income on his Indiana University Form W-2, Wage and Tax Statement, for that calendar year.

F. *Automobile.* The University shall provide to the Employee on a loan basis one late model automobile for his use during the Term. The University shall use its best efforts to obtain an automobile mutually acceptable to the parties. The University further agrees to provide appropriate liability and comprehensive automobile insurance subject to the University and the Athletic Department policies and procedures to cover the Employee in the use and operation of said vehicle during the Term.

G. *Game Tickets.* The University will provide the Employee eight (8) season tickets to the University's regular season home football games and three (3) football season parking passes plus, at the Employee's request, up to twenty-five (25) single game tickets for each of the University's regular season home football games. The University will provide the Employee with up to fifteen (15) single game tickets to each of the University's regular season away football games. The University will provide the Employee with up to eight (8) single game tickets to any Bowl football game in which the University's football team is participating. The University will provide up to eight (8) season tickets to the University's regular season men's basketball games and two (2) men's basketball season parking passes. The Employee is prohibited from and shall not re-sell these tickets. The use of fully catered head coaches' office suite/balcony shall be provided to the Employee for all home football games.

4.03 *Deferred Compensation*

On or near January 31 of each year during the Term, the University shall pay Sixty Thousand Dollars (\$60,000.00) into a deferred compensation account, subject to Internal Revenue Code §457(f). This amount shall be deposited into and remain in a separate account which shall be owned by the University and shall be subject to claims of the creditors of the University. The deferred compensation account shall be invested and reinvested as the University shall determine appropriate. If the Employee remains in the position of head football coach until December 6, 2017, the Employee shall vest in this deferred compensation account on that date and shall be paid the entire account balance, including University contributions and any investment earnings, within sixty (60) days. In the event of the Employee's death, disability as defined by Treasury

Regulation Section 1.409A-3(i)(4)(i)(A), or termination of the Employee's employment by the University other than for "Cause" (as "Cause" is defined in Section 6.02.C) prior to December 6, 2017, the Employee shall vest in this deferred compensation account on his date of death or date of termination and the entire account balance, including University contributions and any investment earnings, shall be paid to the Employee or his beneficiaries within thirty (30) days after the date of death or date of termination. If Employee is terminated for "Cause" (as "Cause" is defined in Section 6.02.C) or Employee terminates his employment pursuant to Section 6.01 prior to December 6, 2017, the deferred compensation account shall be forfeited. For purposes of this Section 4.03, the term "termination" shall be interpreted to comply with the requirements of Internal Revenue Code 409A.

4.04 Moving Expenses

The University will reimburse the Employee for transitional housing and up to Twenty Thousand Dollars (\$20,000.00) for household moving expenses in relocating to the Bloomington, Indiana, area in accordance with applicable policies of the University.

4.05 Outside, Marketing and Promotional Income

A. As part of his duties as head football coach, the Employee shall promote the University's football program, including but not limited to: (i) delivering, making and granting public appearances (as coordinated through the athletic media relations and marketing staff) and media interviews (as coordinated through the athletic media relations staff) and making himself available for newspaper articles and columns in connection with his position as head football coach; (ii) providing his full and complete cooperation with the broadcast of any television, radio or other media programs related to the University's football program, including but not limited to coaches shows, pre-game and post-game shows, and off-season shows; and (iii) providing personal appearances, endorsements and compliance and cooperation with sponsorship and product and equipment supply agreements for the Athletic Department and the University's football program, including without limitation assisting in the performance of contracts for apparel and/or footwear for team student-athlete and staff use (and promoting, endorsing or consulting on such apparel or footwear), which contracts are to be negotiated exclusively by the University. In recognition of these services, the University shall pay the Employee an amount of Six Hundred Thousand Dollars (\$600,000.00) per employment year, which amount shall be earned on a pro-rated basis during the employment year and shall be payable in twelve (12) equal monthly installments in accordance with the University's customary payroll procedures, less applicable taxes and other withholding required by law.

The University shall retain any and all monies offered by any third party: (i) in exchange for an agreement that the University's football team provide signage or other exposure, wear its shoes, apparel or use other equipment during competition or that the Employee and/or others shall wear, promote, endorse or consult with any third party concerning the design and/or marketing of such shoes, apparel or equipment; (ii) for radio, television and other media rights relating to the University's football program; (iii) for any endorsements, speeches, appearances or articles by the Employee; and (iv) for any other services rendered by the Employee in connection with or otherwise related to his role as head football coach unless the Director of Athletics consents in writing (which consent will not be unreasonably withheld) to the Employee retaining any such

monies pursuant to Section 4.05.B.5. All contracts for athletics equipment and apparel shall be between the University and the vendor.

The University shall own all rights to any and all radio, television and internet programs and shall be entitled, at its option, to produce and to market the programs or to negotiate with third parties for the production and marketing of the programs. Except for commercial endorsements made directly by the Employee with the prior written consent of the Director of Athletics (which consent will not be unreasonably withheld) pursuant to Section 4.05.B.5, the University shall have the exclusive and primary right to contract with program sponsors for commercial endorsements by the Employee and to authorize the use of such endorsements during the programs. The Employee will not be required to commercially endorse or to act in concert with any sponsor whose product conflicts with or competes with a sponsor of the Employee previously approved in writing by the University. The best efforts required of the Employee under this section shall be the personal time and efforts customarily exerted by head football coaches in the Football Bowl Subdivision (FBS) of Division I (formerly Division I-A) with respect to such activities at other institutions, including those in which the revenue is paid directly to the head football coach by such third party.

The Employee shall not appear without the prior written approval of the University in any competing television, radio and internet programs during the Term except routine news media interviews for which no compensation is received, nor shall the Employee endorse, sponsor or publicly promote any product or equipment which competes with the products or equipment of a sponsor or supplier of the football program.

B. *Other Provisions Concerning Outside and Promotional Activities.* The following general terms and conditions shall also apply to the Employee:

1. *University Obligations are Primary.* Outside activities by the Employee, whether or not authorized in accordance with this Agreement or approved by the Director of Athletics, shall not interfere with the full and complete performance by the Employee of his duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its student-athletes.
2. *Rules Control.* In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, the University booster club or alumni association or other benefactor if such action would violate any of the Governing Rules.
3. *The University is Not Liable.* The University shall have no responsibility or liability for any claims arising from any of the Employee's outside activities.
4. *Prior Approval.* The Employee shall obtain prior written approval from the Director of Athletics (which approval will not be unreasonably withheld) before accepting or entering into any agreement or arrangement that directly or indirectly involves any outside income. During the Term, the Employee shall not make or continue to hold any investment in or be associated with any enterprise (e.g., gambling, alcoholic beverages) which could be deemed to be inconsistent with the University's objectives and philosophies or those of the NCAA or the Big Ten without having first obtained the

approval of the Director of Athletics and the University President (which approval will not be unreasonably withheld).

5. *Opportunities to Earn Outside Income.* Subject to the provisions of all the preceding paragraphs of Section 4.05 hereof, the Employee may have the opportunity to make additional outside income as follows:

a. *Commercial Endorsements.* Subject to obtaining advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may undertake commercial endorsements of products and services that are not in conflict with his obligations in this Section 4.05 in which he identifies himself as the University's head football coach during such time as the Employee is assigned to such position, but that he may not otherwise associate the University's name or trademarks or logos with an endorsement and provided that all such agreements must cease at the earlier of the termination of this Agreement or when the Employee is no longer the head football coach.

b. *Other Opportunities.* From time to time, other opportunities may arise for outside income that are unanticipated at this time and that may be mutually beneficial to the parties. In such event, the Employee shall confer with the Director of Athletics and, upon the advance written approval of the Director of Athletics (which approval will not be unreasonably withheld), the Employee may pursue such opportunities.

6. *The Employee Solicitation of Donor Funds.* The Employee recognizes the overall positive impact to the University and the athletics program of a well-coordinated fundraising effort and agrees that any solicitations or requests for funding will be made only with prior approval from the athletic administration and the University's institutional advancement officials (which approval will not be unreasonably withheld).

4.06 *On-Campus Summer Camp*

The University has the exclusive right to authorize summer youth athletic camps on its campus using the University facilities. The Employee shall have the opportunity to use the University's athletic facilities in connection with a summer youth football camp owned and run by the Employee for three (3) weeks each summer, provided that the University is reimbursed by the Employee for all of its actual and overhead expenses including room and board provided by the University and insurance, if provided by the University, incurred in the administration of the camp and in making supplies and facilities available. The three (3) weeks shall be designated by the University upon consideration of the preference of the Employee and upon such conditions as may be required from time to time by the University's facilities during normal business hours. The reimbursable expenses shall be approved by the Director of Athletics (which approval will not be unreasonably withheld) and are subject to review and revision annually, if necessary, to cover actual and overhead expenses. Any net revenue from the camp will be retained by the Employee and allocated to the football program or staff as determined by the Employee. Unless otherwise approved in advance in writing by the Director of Athletics (which approval will not be unreasonably withheld), the Employee must use accrued vacation time for participation in any off-campus camps. The Employee's participation in off-campus camps shall not occur during the

same weeks as the Employee's summer youth football camps at the University, nor shall it interfere with the Employee's responsibilities to the University or the effective operation of the football program. From year to year of this Agreement, a separate document shall be prepared setting forth the details of the camp expenses.

4.07 Disclosure of Outside Income

The Employee shall report and provide a detailed accounting annually in writing to the President of the University through the Director of Athletics, on or before June 30 of each year during the Term, of all income and benefits received from sources outside the University during the previous twelve (12) month period, and the University shall have reasonable access to all records of the Employee necessary to verify such report.

ARTICLE V - SUPPLEMENTAL COMPENSATION

5.01 Supplemental Compensation for the Big Ten Regular Season, Conference Championship and NCAA Football Tournament Play

A. Employee shall be eligible to earn the following supplemental compensation:

1. If the University football team, which is under the direct supervision of the Employee, plays in the Big Ten Conference Championship Game ("Conference Championship Game"), the Employee will receive an additional amount of (a) One Hundred Fifty Thousand Dollars (\$150,000.00) if the football team wins the Conference Championship Game or (b) Seventy Five Thousand Dollars (\$75,000.00) if the football team loses the Conference Championship Game.
2. If the University football team, which is under the direct supervision of the Employee, plays in a post-season Bowl game, the Employee will receive the greater of the following additional amounts:
 - a. Seventy Five Thousand Dollars (\$75,000.00) if the Bowl payout to the University is less than Two Million Dollars (\$2,000,000.00);
 - b. One Hundred Fifty Thousand Dollars (\$150,000.00) if the Bowl payout to the University is Two Million Dollars (\$2,000,000.00) or more; or
 - c. Two Hundred Fifty Thousand Dollars (\$250,000.00) if the Bowl is a BCS Bowl game (Rose, Orange, Sugar or Fiesta).
3. If the University football team, which is under the direct supervision of the Employee, plays in the BCS National Championship Game ("BCS Championship Game"), the Employee will receive an additional amount of (a) Five Hundred Thousand Dollars (\$500,000.00) if the football team wins the BCS Championship Game or (b) Two Hundred Fifty Thousand Dollars (\$250,000.00) if the football team loses the BCS Championship Game.
4. Employee will receive as an additional amount the greater of (a) Fifty Thousand Dollars (\$50,000.00) if he is named the Coach of the Year of the Big Ten Conference or

(b) Seventy Five Thousand Dollars (\$75,000.00) if he is named the National NCAA Coach of the Year.

5. If the University football team, which is under the direct supervision of the Employee, achieves the following APR scores as determined by the NCAA during an academic year, the Employee will receive the following additional amounts:

<u>APR Score</u>	<u>Bonus</u>
Greater than or equal to 950, but less than 960	\$5,000.00
Greater than or equal to 960, but less than 970	\$10,000.00
Greater than or equal to 970, but less than 980	\$15,000.00
Greater than or equal to 980	\$20,000.00

In the event the NCAA changes the definition or formulation of APR, the parties shall amend this provision to be consistent with the new definition or formulation.

6. If the University football team, which is under the direct supervision of the Employee, achieves the following Graduation Success Rate ("GSR") scores as determined by the NCAA during an academic year, the Employee will receive the following additional amounts:

<u>GSR Score</u>	<u>Bonus</u>
Greater than or equal to 60%, but less than 70%	\$5,000.00
Greater than or equal to 70%, but less than 80%	\$10,000.00
Greater than or equal to 80%, but less than 90%	\$15,000.00
Greater than or equal to 90%	\$20,000.00

In the event the NCAA changes the definition or formulation of GSR, the parties shall amend this provision to be consistent with the new definition or formulation.

7. If the University football team, which is under the direct supervision of the Employee, achieves the following overall Grade Point Average ("GPA") as determined by the NCAA during an academic year, the Employee will receive the following additional amounts:

<u>GPA</u>	<u>Bonus</u>
Greater than or equal to 3.0, but less than 3.3	\$5,000.00
Greater than or equal to 3.3, but less than 3.5	\$10,000.00
Greater than or equal to 3.5	\$15,000.00

B. In order to earn any portion of the above supplemental compensation, the Employee must be employed by the University at the time such supplemental compensation is deemed earned. Any of such supplemental compensation, if earned and payable, shall be payable by February 15 of the year following the year in which such football season commenced even if the Employee is no longer employed by the University at the time of such payment. Such sums shall not be considered part of the Employee's base annual salary.

5.02 Assistant Coaches' Base Salary Budget and Bonus Pools

A. The total annual budget for the aggregate base annual salaries of the Employees' assistant coaching staff shall be no less than Two Million Dollars (\$2,000,000.00).

B. Employee shall be eligible to award to his assistant coaching staff discretionary bonuses out of the following pool of funds ("Assistant Coaches Pool"):

1. If the University football team, which is under the direct supervision of the Employee, plays in the Conference Championship Game, the Assistant Coaches Pool shall include (a) Sixty Five Thousand Dollars (\$65,000.00) if the football team wins the Conference Championship Game or (b) Fifty Thousand Dollars (\$50,000.00) if the football team loses the Conference Championship Game.

2. If the University football team, which is under the direct supervision of the Employee, plays in a post-season non-BCS Bowl game, the Assistant Coaches Pool shall include One Hundred Sixty Seven Thousand Dollars (\$167,000.00).

3. If the University football team, which is under the direct supervision of the Employee, plays in a post-season BCS Bowl game, the Assistant Coaches Pool shall include Three Hundred Thirty Three Thousand Dollars (\$333,000.00).

4. If the University football team, which is under the direct supervision of the Employee, wins the BCS Championship Game, the Assistant Coaches Pool shall include Five Hundred Thousand Dollars (\$500,000.00).

C. If any amounts are included in the Assistant Coaches Pool at the end of a football season, the Employee shall have the right to award discretionary bonuses to his assistant coaches out of the Assistant Coaches Pool. The amount of such bonuses, if any, shall be determined by the Employee, subject to the prior written approval of the Director of Athletics (which approval will not be unreasonably withheld), on or before February 15 of the year following the year in which such football season commenced. Any amounts in the Assistant Coaches Pool that are not awarded to the Employee's assistant coaches as a discretionary bonus will remain with the University.

5.03 Staffing and Strength and Conditioning Coaches' Base Salary Budget

A. In addition to the assistant coaches, the Employee will be permitted to hire support personnel to fill the following positions: (i) two (2) football operation positions, (ii) three (3) quality control positions, and (iii) two (2) graduate assistant positions for the 2011 to 2012 football season and up to four (4) graduate assistant positions beginning in August 2012. Such

hires shall be subject to the prior written approval of the Director of Athletics (which approval will not be unreasonably withheld).

B. The Employee will be permitted to hire up to five (5) strength and conditioning coaches. Such hires shall be subject to the prior written approval of the Director of Athletics (which approval will not be unreasonably withheld). The total annual budget for the aggregate base annual salaries of the strength and conditioning coaches shall be no less than Three Hundred Fifty One Thousand Three Hundred Seventy Dollars (\$351,370.00). If, however, NCAA or Big Ten rules prevent the University from hiring five (5) strength and conditioning coaches, the University can reduce the number of strength and conditioning coaches consistent with the rule, and proportionally reduce the budget, without violating this provision.

ARTICLE VI - EMPLOYMENT TERMINATION

6.01 Termination by the Employee

The Employee may terminate his employment under this Agreement prior to the Normal Expiration Date upon the following terms and conditions:

A. *Written Notice by the Employee.* The Employee may terminate his employment by giving the University at least thirty (30) days' advance written notice of the termination of his employment with the University or such other time as reasonably agreed to by the Employee and the University. Such notice shall inform the University of his employment plans following the termination of employment with the University. The University, in its sole discretion, may waive the notice period and set the date of termination as of the date the notice of termination is given or some other date following the notice of termination.

B. *Effect of Termination.* If the Employee terminates his employment in accordance with the provisions of Section 6.01.A, the Employee shall be obligated to pay to the University the amount provided in Section 6.01.C below and all obligations of the University to make further payments and/or to provide any benefits or other considerations hereunder shall cease as of the date of termination.

C. *Early Termination Payment.* The Employee recognizes that his promise to work for the University until the Normal Expiration Date is an essential consideration of and a material inducement for the University's decision to employ him as head football coach. The Employee 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 football coach with the University prior to the Normal Expiration Date. Accordingly, in the event the Employee resigns or otherwise terminates his employment under this Agreement prior to the Normal Expiration Date, he will pay to the University the amount of Five Hundred Thousand Dollars (\$500,000.00).

This payment is to reimburse the University for expenses, including but not limited to (i) searching for, recruiting and hiring a new head football coach and coaching staff; (ii) relocating a new head football coach and coaching staff; and (iii) buying out the contract, if necessary, of a new head football coach. The Employee expressly agrees that such amount is a reasonable approximation of the harm that the University will incur in the event of such resignation or

termination by the Employee. The Employee shall pay such amount in full to the University within thirty (30) days after the date of the Employee's termination of employment. In the event a third party agrees to accept responsibility, directly or indirectly, for payment of this early termination payment, the total payment according to the schedule above must be made within fifteen (15) days of the Employee ceasing to be the head football coach at the University.

6.02 Termination by the University

The Employee's employment under this Agreement shall be subject to automatic termination or termination by the University, as applicable, prior to the Normal Expiration Date upon the following terms and conditions:

A. *Termination upon Death or Disability.* The Employee's employment shall terminate automatically if the Employee dies. The University may by written notice to the Employee terminate the Employee's employment by the University if the Employee becomes disabled. "Disabled," for purposes of this Agreement, shall mean physical or mental incapacity which makes the Employee unable to perform the essential functions of his duties under this Agreement with or without reasonable accommodation, subject to applicable federal and state law.

B. If the Employee's employment is terminated pursuant to this section because of the Employee's death, all obligations of the University to make further payments of any compensation, including base salary, to provide employee benefits, or to provide any other consideration hereunder shall cease as of the date of the Employee's death, except that the Employee's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the University and due to the Employee thereunder.

If the Employee's employment is terminated by the University under this section because the Employee becomes disabled, all obligations of the University to make further payments of any compensation, including base salary, to provide employee benefits, or to provide any other consideration hereunder shall cease as of the date of termination, except as otherwise required by law and with respect to any disability benefits to which the Employee is entitled under any disability program in which he is enrolled.

C. *Termination by the University for Cause.* The University may terminate the Employee's employment under this Agreement prior to the Normal Expiration Date for "Cause." The term "Cause" shall mean any of the following:

1. Any significant, knowing, or repetitive violation by the Employee of any obligations, duties or responsibilities outlined in Section 2.01 or any refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of the Employee's abilities;
2. Any conduct, including acts or omissions, of the Employee in violation of any criminal felony statute, whether prosecuted or not, or any act of moral turpitude;
3. Any significant, knowing, or repetitive conduct, including acts or omissions, of the Employee that violates any of the Governing Rules, including but not limited to any

conduct which may have occurred during any prior employment of the Employee at another NCAA member institution and for which the NCAA could hold the Employee responsible;

4. Any significant, knowing, or repetitive conduct, including acts or omissions, by an assistant coach or any other staff member of the football staff or any other person under the Employee's supervision and direction, including student-athletes in the program, that violates the Governing Rules and which violation the Employee knew or should have known of;

5. Any conduct, including acts or omissions, of the Employee which is seriously prejudicial to the best interests of the University or the Athletics Department or which materially violates the University's stated mission or which conduct reflects materially and adversely upon the University or its athletic program;

6. Any prolonged absence from the performance of the Employee's obligations, duties and responsibilities under this Agreement without the prior consent of the Director of Athletics (which consent will not be unreasonably withheld);

7. Any failure to obtain the University's permission from the Director of Athletics to enter into an agreement for outside or promotional income as set forth in Section 4.05.B.4 (which permission will not be unreasonably withheld);

8. Any fraud or dishonesty of the Employee in the performance of any of his obligations, duties or responsibilities under this Agreement;

9. Any failure to reasonably ensure that all the members of the coaching staff and other members of the football staff comply with the Governing Rules;

10. Any failure by the Employee to comply with his obligations, duties and responsibilities under Section 7.01 or any material breach of the representations and warranties of the Employee in Section 7.02;

11. Any conduct, including acts or omissions, that misleads the University or the Director of Athletics about any material matters related to the football program, including matters related to the Employee, any assistant coaches or other staff members or any student-athletes;

12. Any failure or refusal to cooperate with the Director of Athletics or other University officials, including any compliance personnel, which is not remedied by the Employee within ten (10) days following receipt of written notice thereof provided such violation is susceptible of being remedied;

13. Fraud or dishonesty of the Employee in preparing, falsifying, submitting or altering documents or records of or to the University, the NCAA or the Big Ten, or documents or records required to be prepared or maintained by law, any of the Governing Rules, or other documents or records pertaining to any recruit or student-athlete, including without limitation expense reports, transcripts, eligibility forms or compliance

reports, or permitting, encouraging or condoning such fraudulent or dishonest acts by any other person, provided that the Employee had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts;

14. Any use or consumption by the Employee of alcoholic beverages, drugs, controlled substances, steroids or other chemicals in such degree or for such appreciable period that impairs significantly or materially his ability to perform his duties hereunder or that reflects adversely upon the University or its athletic program; or failure by the Employee to fully cooperate in the enforcement and implementation of any drug testing program established by the University for student-athletes;

15. The Employee's sale, use or possession of (or the Employee's permitting, encouraging or condoning a student-athlete, assistant coach or other athletic staff member to sell, use or possess) any narcotics, drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by the Employee, student-athlete, assistant coach, or other athletic staff member is prohibited by law or by the Governing Rules;

16. Soliciting, placing or accepting by the Employee of any bet on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by the Employee of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest, whether through a bookmaker, a parlay card, a pool or any other method of organized gambling, or the furnishing by the Employee of information or data relating in any manner to football or any other sport to any individual known by the Employee to be or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by the Employee with any of such persons; or

17. Any other violation by the Employee of any material term or condition of this Agreement which is not specified above and which is not remedied by the Employee within ten (10) days following receipt of written notice thereof provided such violation is susceptible of being remedied.

D. *Procedures for Termination for Cause.* If at any time the University has any reason to believe that Cause may exist to terminate the employment of the Employee pursuant to Section 6.02.C of this Agreement, the University shall have the right to conduct a review or investigation, either on its own initiative or in conjunction with the NCAA, the Big Ten or otherwise, with or without notice to the Employee. Upon request, the Employee shall cooperate with the University and its professional advisors in the conduct of the review or investigation to the full extent requested by the University, including but not limited to providing oral or written statement(s) under oath and providing originals or copies of any or all information, records or documents requested by the University.

If at any time the University has any reason to believe that Cause may exist to terminate the employment of the Employee pursuant to Section 6.02.C of this Agreement, the University shall have the right, upon written notice to the Employee, to suspend the Employee with pay until such time that the review or investigation is complete and the Employee is notified in writing that the Employee may resume his duties and responsibilities under this Agreement.

Unless any exception is specifically set forth in writing as a part of the suspension notice to the Employee, the suspension shall be deemed to be a prohibition upon the Employee from engaging in any activities otherwise allowed by this Agreement, including but not limited to recruiting, media activities, endorsements, or any interaction with any student-athletes or other members of the football staff.

"Cause" sufficient to terminate the employment of the Employee pursuant to Section 6.02.C of this Agreement shall initially be determined by the Director of Athletics. The Director of Athletics may make this determination without conducting any prior review or investigation as contemplated above. If an initial determination is made by the Director of Athletics that Cause exists to terminate the employment of the Employee pursuant to Section 6.02.C of this Agreement, the University shall have the right to suspend the Employee from all of his duties with or without pay, as determined by the Director of Athletics, pending termination of the employment of the Employee pursuant to Section 6.02.C of this Agreement. The University shall provide to the Employee a written notice of suspension pending termination of employment ("Notice Pending Termination"). The Notice Pending Termination shall provide (i) the reasons for such suspension and for the initial determination of Cause by the Director of Athletics; (ii) the effective date of the termination for Cause in the absence of a review of the initial determination of the Director of Athletics; and (iii) the procedure by which the Employee may seek a review of the initial determination of the Director of Athletics. Any suspension of the Employee with or without pay pursuant to this provision shall be deemed effective immediately upon delivery of the Notice Pending Termination to the Employee.

The Employee shall have the procedural right, upon written request, to a review of his suspension and pending termination as previously determined by the Director of Athletics. Such review may be initiated by the Employee by submitting a written request to the President of the University. Any request for a review shall (i) be sent within ten (10) days of the delivery of the Notice Pending Termination and (ii) shall set forth responses for each of the reasons that the Employee contends that the initial determination of Cause by the Director of Athletics is not appropriate. Any request for a review that does not follow the foregoing procedure in all respects shall be deemed waived by the Employee and the initial determination of Cause shall automatically become final and binding. Upon receipt of a proper request for a review, the President of the University shall consider the review and may, in his sole discretion, appoint one or more delegates to consider the review request. The President or his delegate(s) shall provide an opportunity for the Employee to be heard as to the specific reasons set forth as the basis for the suspension and the determination of Cause to terminate the employment of the Employee pursuant to Section 6.02.C of this Agreement. If, after such opportunity to be heard, the President or his delegate(s) determines that the initial determination of the Director of Athletics is proper, the Employee shall be notified in writing of the decision by the President or his delegate(s) and the termination for Cause shall take effect on the date specified in the President's or delegate(s) notification. If the President or his delegate(s) determines that the initial determination of the Director of Athletics was not proper, then the President may order reinstatement of the Employee to his position on such additional terms and conditions as the President or his delegate(s), in his or their sole discretion, deems necessary to fulfill the purpose and intent of this Agreement. The decision of the President or his delegate(s) shall be the final decision of the University.

The Employee acknowledges and agrees that the foregoing procedure is the exclusive University procedure that will apply to any determination (or review or appeal of any determination) of Cause sufficient to terminate the employment of the Employee pursuant to Section 6.02.C of this Agreement. The Employee waives his right to use or pursue any and all other University procedures, including the grievance procedures, afforded to other employees of the University in connection with a termination of their employment by the University.

E. *The University's Obligations upon Termination for Cause.* In the event that the Employee's employment is terminated for Cause in accordance with the provisions of Section 6.02.C and Section 6.02.D, all obligations of the University to make further payments of any compensation, including base salary, to provide employee benefits, or to provide any other consideration hereunder shall cease as of the date that such termination shall become final in accordance with the provisions of this Agreement.

F. *Termination by the University without Cause.* The University may at any time terminate the Employee's employment prior to the Normal Expiration Date without Cause. Termination "without Cause" shall mean termination on a basis other than set forth in Section 6.02.C and Section 6.02.D above. Termination of the Employee's employment without Cause shall be effectuated by delivering to the Employee written notice of the University's intent to end this Agreement without Cause, which notice shall be effective upon the date set forth in such notice.

G. *The University's Obligation upon Termination without Cause.* In the event that the Employee's employment is terminated without Cause in accordance with the provisions of Section 6.02.F, and subject to the provisions of Section 6.02.H and Section 6.02.I below, the University's sole obligation to the Employee shall be to pay the Employee an amount equal to Employee's base salary (as provided for in Section 4.01) from the date of termination to the Normal Expiration Date, payable in equal monthly installments with appropriate withholding and deductions for taxes and other matters required by law. Salary continuation payments under this Section 6.02.G, if any, shall begin within ninety (90) days after the Employee's date of termination; provided, however, no salary continuation payments shall be made until the Employee has executed the release required under Section 6.02.I and the statutory period during which the Employee is entitled to revoke such release has expired, and provided further that salary continuation payments shall begin in the second taxable year if the ninety(90)-day period begins in one taxable year and ends in the subsequent taxable year. No salary continuation payments shall be made unless the release is executed and the statutory revocation period expires prior to the end of the ninety (90)-day period. In no case shall the University be responsible or otherwise liable to the Employee following the date of termination for any payments for outside, marketing, or promotional incomes as defined in Section 4.05, any employee benefits, or any other consideration hereunder. By executing this Agreement, the Employee explicitly acknowledges and agrees that he is entitled to no other compensation or damages (compensatory, punitive or otherwise) as a result of the termination of this Agreement without Cause by the University. For purposes of this Section 6.02.G, the term "termination" shall be interpreted to comply with the requirements of Internal Revenue Code 409A.

H. *Mitigation of University's Obligation upon Termination without Cause.* The Employee is required to use his reasonable best efforts to mitigate the University's obligation under Section 6.02.G by making reasonable and diligent efforts as soon as practicable following termination

(under the circumstances and opportunities then prevailing) to obtain another comparable employment position or paid services opportunity, and the Employee agrees that the following employment or services opportunities shall constitute a comparable position or opportunity for purposes of this provision: media commentator with a national or regional network, broadcast station or cable company, professional football assistant or head coach, or head football coach at a Division I college or university. If the Employee obtains a comparable position or services opportunity, then the University's obligation to pay the Employee as set forth in Section 6.02.G shall be offset and reduced dollar-for-dollar by the Employee's total compensation received or earned by the Employee (or an affiliate of the Employee) from such comparable position or services opportunity (excluding the employee benefits costs associated with such comparable position or services opportunity) during the applicable period of the base salary continuation. While the University's base salary continuation obligation under Section 6.02.G is in effect (and for a period of six (6) months thereafter), the Employee shall promptly report to the University on a quarterly basis on all compensation received or earned by him (or by any of his affiliates) during the prior three-month and six-month periods. The University shall reduce future base salary continuation payments beginning with the first payment payable after receipt of the Employee's quarterly report by any amount that the University is entitled to offset as a consequence of the foregoing provisions and at the conclusion of the base salary continuation period, the Employee shall be obligated to promptly pay to the University the full amount of any offset and reduction due to mitigation that the University is entitled to that was not fully recouped by the University through a previous offset and reduction.

I. *Release.* The Employee agrees that as a condition of receiving any post termination compensation under Section 6.02.G, except for earned but unpaid compensation to the date of termination and any legally protected rights the Employee has under any employee benefit plan, the Employee must execute a comprehensive release in the form attached to this Agreement as ***Exhibit A*** (including without limitation any amendments necessary to comply with law). Upon termination of employment with the University, the Employee will be presented with the release. Unless the release is executed and the statutory period during which the Employee is entitled to revoke such release has expired within ninety (90) days after the date of termination, the Employee agrees to forfeit any payment from the University. The Employee acknowledges that he is an experienced person knowledgeable about the claims that might arise in the course of employment with the University and knowingly agrees that the payments upon termination provided for in this Agreement are satisfactory consideration for the release of all possible claims described in the release.

ARTICLE VII - UNIQUE SERVICES

7.01 Other Coaching Positions

The parties agree that should another coaching opportunity be presented to the Employee or should the Employee be interested in another coaching position during the Term, the Employee is to notify the Director of Athletics in writing (hard copy, not electronically) of such opportunity or interest before any discussions can be held by the Employee or any agent or intermediary of the Employee with the anticipated coaching position principals. Failure to do so is a breach of this Agreement and a reason for termination of the employment of the Employee by the University for Cause under Section 6.02.C.

7.02 Representations and Warranties of the Employee

As a material inducement to the University to execute and perform this Agreement, the Employee represents and warrants to the University that (i) he has not violated any of the NCAA Rules prior to the date of this Agreement and (ii) he knows of no violation of any of the NCAA Rules by any assistant coach or staff member who was under his supervision, direction or control at any prior member institution of the NCAA and for which he could be held responsible or be subject to sanctions or other discipline from the NCAA.

ARTICLE VIII - MISCELLANEOUS

8.01 Withholding and Taxes

Any payments made or benefits provided to the Employee by the University pursuant to this Agreement shall be subject to normal deductions and withholding for state, local and federal taxes and other amounts required by applicable law. To the extent any payments or benefits provided to the Employee by the University pursuant to this Agreement (including without limitation game tickets, moving expenses, product allowances or cell phone expenses) are deemed taxable, the Employee shall be solely responsible for any such taxes.

8.02 409A Tax Notification

The Employee acknowledges that he has been advised that benefits provided under this Agreement may be treated by the Internal Revenue Service as providing "nonqualified deferred compensation," and therefore subject to Section 409A of the Internal Revenue Code. The Employee acknowledges that both parties shall be independently responsible for assessing their own risks and liabilities under Section 409A that may be associated with any payment made under the terms of this Agreement or any other arrangement which may be deemed to trigger Section 409A.

8.03 Requirement of University Signature and Approval

It is understood and agreed that this Agreement shall not be effective until signed by the University's President, the Director of Athletics and the University Treasurer on behalf of the University.

8.04 Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and the laws of the State of Indiana shall govern the creation, validity, performance and enforcement of this Agreement and any recovery or remedy for breach or violation of this Agreement. All disputes related to this Agreement or any violation or breach of this Agreement shall be litigated exclusively in a state court located in Monroe County, Indiana, and the

Employee expressly waives any right to pursue an action in another venue and any possible challenge to personal jurisdiction or venue.

8.05 Assignment of this Agreement

The Employee's rights and interests under this Agreement may not be assigned, pledged or encumbered by the Employee.

8.06 Amendments to this Agreement

This Agreement may be amended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the Employee. Such approval and acceptance is to be acknowledged in writing, except that the foregoing shall not apply to increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time in accordance with the terms and conditions of Article IV hereof.

8.07 Severability

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.

8.08 No Waiver of Default

No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

8.09 University Retains All Materials and Records

All materials or articles of information, including without limitation personnel records, recruiting records, team information, films, video, statistics or any other material or data, furnished to the Employee by the University or developed by the Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with the Employee's employment hereunder are and shall remain the sole and confidential property of the University. The University agrees to provide the Employee reasonable access to such materials, as approved by the Director of Athletics (which approval will not be unreasonably withheld), for personal professional development purposes (not commercial purposes) while this Agreement is in effect. Within seven (7) days of the expiration of the Term of this Agreement or its earlier termination as provided herein, the Employee shall immediately cause any such materials in his possession or control to be delivered to the University.

8.10 The Employee Will Not Incur University Indebtedness

It is mutually agreed and understood that the Employee shall not incur any indebtedness for or on behalf of the University without first securing the advance written approval of the Director of Athletics (which approval will not be unreasonably withheld).

8.11 "Force Majeure" Clause

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall include but not be limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or any act of God.

8.11 No Tenure

The Employee acknowledges and agrees that the position for which he is employed by the University (and any other position to which the Employee may be assigned) is not a tenure-track position and will not lead to tenure.

8.12 Notices

Any notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

A. If to the Employee: Kevin R. Wilson Football Offices, North End Zone, 1001 E. 17th Street, Bloomington, IN 47408 and Neil M. Cornrich, NC Sports, LLC, One Chagrin Highlands, 2000 Auburn Drive, Suite 315, Beachwood, OH 44122;

B. If to the University: Director of Athletics, Indiana University, North End Zone, 1001 E. 17th Street, Bloomington, IN 47408.

8.13 Entire Agreement

This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between these two parties with respect to the subject matter hereof.

8.14 Acknowledgement

The Employee acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or caused this Agreement to be executed) as of the day and year first written above.

[Signature page follows]


"UNIVERSITY"

THE TRUSTEES OF INDIANA UNIVERSITY

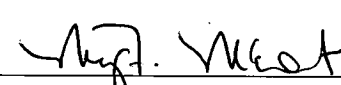


G. Frederick Glass
Vice President and Director of
Intercollegiate Athletics

"EMPLOYEE"



Kevin R. Wilson

Michael A. McRobbie
President

MaryFrances McCourt
Treasurer

MDS

AMENDMENT TO INDIANA UNIVERSITY EMPLOYMENT AGREEMENT

This Amendment to Indiana University Employment Agreement ("Amendment"), effective January 15, 2014, is entered into between Kevin R. Wilson ("Employee") and The Trustees of Indiana University, a statutory body politic of the State of Indiana ("University"). This Amendment amends the Indiana University Employment Agreement dated June 10, 2011, between the Employee and the University ("Agreement").

The parties agree as follows:

1. Employee's Supplemental Compensation. The language contained in ARTICLE V – SUPPLEMENTAL COMPENSATION, Sections 5.01.A.2. and 5.01.A.3. of the Agreement shall be deleted in its entirety and the following language shall be inserted in its place:

2. If the University football team, which is under the direct supervision of the Employee, plays in a post-season Bowl game, the Employee will receive the greater of the following additional amounts:

a. Seventy Five Thousand Dollars (\$75,000.00) if the Bowl is not one of the "New Year's Six" Bowl games played on New Year's Eve or New Year's Day and its payout to the University is less than Two Million Dollars (\$2,000,000.00);

b. One Hundred Fifty Thousand Dollars (\$150,000.00) if the Bowl is not one of the "New Year's Six" Bowl games played on New Year's Eve or New Year's Day and its payout to the University is Two Million Dollars (\$2,000,000.00) or more; or

c. Two Hundred Fifty Thousand Dollars (\$250,000.00) if the Bowl is one of the "New Year's Six" Bowl games played on New Year's Eve or New Year's Day other than one of the two semifinal games being played as part of the College Football Playoff ("CFP").

3. If the University football team, which is under the direct supervision of the Employee, plays in the CFP, the Employee will receive the following additional amounts:

a. Three Hundred Fifty Thousand Dollars (\$350,000.00) if the football team plays in one of the two semifinal games being played as part of the CFP; and

b. Five Hundred Thousand Dollars (\$500,000.00) if the football team wins the championship game of the CFP or Two Hundred Fifty Thousand Dollars (\$250,000.00) if the football team loses the championship game of the CFP.

2. Assistant Coaches' Bonus Pools. The language contained in ARTICLE V – SUPPLEMENTAL COMPENSATION, Sections 5.02.B.2., 5.02.B.3. and 5.02.B.4. of the Agreement shall be deleted in its entirety and the following language shall be inserted in its place:

2. If the University football team, which is under the direct supervision of the Employee, plays in a post-season Bowl game, the Assistant Coaches Pool will include the greater of the following additional amounts:

- a. One Hundred Sixty Seven Thousand Dollars (\$167,000.00) if the football team plays in a Bowl that is not one of the "New Year's Six" Bowl games played on New Year's Eve or New Year's Day;
- b. Three Hundred Thirty Three Thousand Dollars (\$333,000.00) if the football team plays in one of the "New Year's Six" Bowl games played on New Year's Eve or New Year's Day other than one of the two semifinal games being played as part of the CFP;
- c. Three Hundred Eighty Eight Thousand Six Hundred Sixty Seven Dollars (\$388,667.00) if the football team plays in one of the two semifinal games being played as part of the CFP;
- d. Four Hundred Forty Four Thousand Three Hundred Thirty Three Dollars (\$444,333.00) if the football team loses the championship game of the CFP; or
- e. Five Hundred Thousand Dollars (\$500,000.00) if the football team wins the championship game of the CFP.

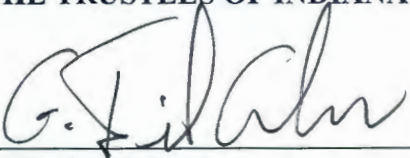
3. **Remaining Terms.** Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Any capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment (or caused this Amendment to be executed) as of the day and year first written above.

(Signature Page Follows)

"UNIVERSITY"

THE TRUSTEES OF INDIANA UNIVERSITY



G. Frederick Glass
Vice President and Director of
Intercollegiate Athletics



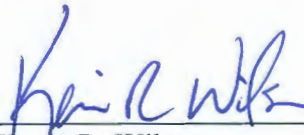
Michael A. McRobbie
President



MaryFrances McCourt
Treasurer



"EMPLOYEE"



Kevin R. Wilson

SECOND AMENDMENT TO INDIANA UNIVERSITY EMPLOYMENT AGREEMENT

This Second Amendment to Indiana University Employment Agreement ("Second Amendment"), effective December 7, 2015 ("Effective Date"), is entered into by Kevin R. Wilson ("Employee") and The Trustees of Indiana University ("University"). This Second Amendment amends the Indiana University Employment Agreement entered into by the Employee and the University dated June 10, 2011, as amended on January 15, 2014 ("Agreement").

The parties agree as follows:

1. **Term of Employment.** The language contained in Section 3.01 of the Agreement shall be deleted and the following language shall be inserted in its place:

3.01 Term of Employment

The University hereby employs the Employee and the Employee hereby accepts employment hereunder for the period beginning on December 7, 2010, and ending on December 6, 2021 (the "Normal Expiration Date"), unless such employment is earlier terminated pursuant to the terms and conditions of this Agreement. The actual period of time that the Employee is employed by the University under the terms and conditions of this Agreement is referred to in this Agreement as the "Term."

2. **Base Salary.** The language contained in Section 4.01 of the Agreement shall be deleted and the following language shall be inserted in its place:

4.01 Base Salary

Beginning on the Effective Date, the University shall pay the Employee during the Term a base salary for services provided in accordance with the terms and conditions of this Agreement at the annual rate of Five Hundred Forty Two Thousand Dollars (\$542,000.00), payable in equal monthly installments and in accordance with the standard payroll practices of the University, less applicable taxes and other withholdings required by law. Because the Employee's outside, marketing, and promotional income under Section 4.05.A is subject to annual increases, the Employee's base salary shall not be subject to any future increases, including without limitation any standard increases the University may provide to its employees or discretionary increases on the part of the Director of Athletics.

3. **Deferred Compensation.** The language contained in Section 4.03 of the Agreement shall be deleted and the following language shall be inserted in its place:

4.03 Deferred Compensation

Prior to the Effective Date, on or near January 31 of each year during the Term, the University has paid Sixty Thousand Dollars (\$60,000.00) into a deferred compensation account, subject to Internal Revenue Code §457(f). The University shall pay to the Employee the entire account balance as of December 31, 2015, including University contributions and any investment earnings, within sixty (60) days following the Employee's execution of this Second Amendment, less applicable taxes and other withholdings required by law. The Employee shall be solely

responsible for any taxes incurred as a result this payment by the University. Following the date of the Employee's execution of the Second Amendment, on or near January 31 of each year during the remaining Term, the University shall pay Sixty Thousand Dollars (\$60,000.00) into a new deferred compensation account, subject to Internal Revenue Code §457(f). This amount shall be deposited into and remain in a separate account which shall be owned by the University and shall be subject to claims of the creditors of the University. The deferred compensation account shall be invested and reinvested as the University shall determine appropriate. If the Employee remains in the position of head football coach until December 6, 2021, the Employee shall vest in this deferred compensation account on that date and shall be paid the entire account balance, including University contributions and any investment earnings, within sixty (60) days. In the event of the Employee's death, disability as defined by Treasury Regulation Section 1.409A-3(i)(4)(i)(A), or termination of the Employee's employment by the University other than for "Cause" (as "Cause" is defined in Section 6.02.C) prior to December 6, 2021, the Employee shall vest in this deferred compensation account on his date of death or date of termination and the entire account balance, including University contributions and any investment earnings, shall be paid to the Employee or his beneficiaries within thirty (30) days after the date of death or date of termination. If Employee is terminated for "Cause" (as "Cause" is defined in Section 6.02.C) or Employee terminates his employment pursuant to Section 6.01 prior to December 6, 2021, the deferred compensation account shall be forfeited. For purposes of this Section 4.03, the term "termination" shall be interpreted to comply with the requirements of Internal Revenue Code 409A.

4. Outside, Marketing and Promotional Income. The language contained in Section 4.05.A of the Agreement shall be deleted and the following language shall be inserted in its place:

4.05 Outside, Marketing and Promotional Income

A. As part of his duties as head football coach, the Employee shall promote the University's football program, including but not limited to: (i) delivering, making and granting public appearances (as coordinated through the athletic media relations and marketing staff) and media interviews (as coordinated through the athletic media relations staff) and making himself available for newspaper articles and columns in connection with his position as head football coach; (ii) providing his full and complete cooperation with the broadcast of any television, radio or other media programs related to the University's football program, including but not limited to coaches shows, pre-game and post-game shows, and off-season shows; and (iii) providing personal appearances, endorsements and compliance and cooperation with sponsorship product and equipment supply agreements for the Athletic Department and the University's football program, including without limitation assisting in the performance of contract for apparel and/or footwear for team student-athlete and staff use (and promoting, endorsing or consulting on such apparel or footwear), which contracts are to be negotiated exclusively by the University. In recognition of these services, the University, beginning on the Effective Date, shall pay the Employee during the Term a promotional fee at the annual rate of One Million Six Hundred Eight Thousand Dollars (\$1,608,000.00) ("Promotional Fee"). On December 1, 2016 and December 1, 2017, the annual rate of the Promotional Fee shall increase by One Hundred

Thousand Dollars (\$100,000.00). On December 1, 2018, the annual rate of the Promotional Fee shall increase by Two Hundred Thousand Dollars (\$200,000.00). On December 1, 2019 and December 1, 2020, the annual rate of the Promotional Fee shall increase by One Hundred Thousand Dollars (\$100,000.00). The Promotional Fee shall be payable in twelve (12) equal monthly installments and in accordance with the standard payroll practices of the University, less applicable taxes and other withholdings required by law.

The University shall retain any and all monies offered by any third party: (i) in exchange for an agreement that the University's football team provide signage or other exposure, wear its shoes, apparel or use other equipment during competition or that the Employee and/or others shall wear, promote, endorse or consult with any third party concerning the design and/or marketing of such shoes, apparel or equipment; (ii) for radio, television and other media rights relating to the University's football program; (iii) for any endorsements, speeches, appearances or articles by the Employee; and (iv) for any other services rendered by the Employee in connection with or otherwise related to his role as head football coach unless the Director of Athletics consents in writing (which consent will not be unreasonably withheld) to the Employee retaining any such monies pursuant to Section 4.05.B.5. All contracts for athletics equipment and apparel shall be between the University and the vendor.

The University shall own all rights to any and all radio, television and internet programs and shall be entitled, at its option, to produce and to market the programs or to negotiate with third parties for the production and marketing of the programs. Except for commercial endorsements made directly by the Employee with the prior written consent of the Director of Athletics (which consent will not be unreasonably withheld) pursuant to Section 4.05.B.5, the University shall have the exclusive and primary right to contract with the program sponsors for commercial endorsements by the Employee and to authorize the use of such endorsements during the programs. The Employee will not be required to commercially endorse or to act in concert with any sponsor whose product conflicts with or competes with a sponsor of the Employee previously approved in writing by the University. The best efforts required of the Employee under this section shall be the personal time and efforts customarily exerted by head football coaches in the Football Bowl Subdivision (FBS) of Division I with respect to such activities at other institutions, including those in which the revenue is paid directly to the head football coach by such third party.

The Employee shall not appear without the prior written approval of the University in any competing television, radio and internet programs during the Term except routine news media interviews for which no compensation is received, nor shall the Employee endorse, sponsor or publicly promote any product or equipment which competes with the products or equipment of a sponsor or supplier of the football program.

5. Employee's Supplemental Compensation. The language contained in Section 5.01.A.2.a and Section 5.01.A.2.b of the Agreement shall be deleted and the following language shall be inserted in its place:

a. For Bowls played after January 1, 2016, One Hundred Thousand Dollars (\$100,000.00) if the Bowl is not one of the "New Year's Six" Bowl games played on

New Year's Eve or New Year's Day and its payout to the University is less than Two Million Dollars (\$2,000,000.00);

b. For Bowls played after January 1, 2016, Two Hundred Thousand Dollars (\$200,000.00) if the Bowl is not one of the "New Year's Six" Bowl games played on New Year's Eve or New Year's Day and its payout to the University is Two Million Dollars (\$2,000,000.00) or more;

6. **University's Obligation upon Termination without Cause.** The language contained in Section 6.02.G of the Agreement shall be deleted and the following language shall be inserted in its place:

G. *The University's Obligation upon Termination without Cause.* In the event that the Employee's employment is terminated without Cause in accordance with the provisions of Section 6.02.F, and subject to the provisions of Section 6.02.H and Section 6.02.I below, the University shall continue to pay Employee his base salary at the annual rate existing as of the date of termination through the Normal Expiration Date, payable in equal monthly installments with appropriate withholding and deductions for taxes and other matters required by law ("Salary Continuation"). In addition, in the event that the Employee's employment is terminated without Cause in accordance with the provisions of Section 6.02.F during one of the University's regular football seasons (defined as the time period between the first regular season football game and December 6 of that same year), and subject to the provisions of Section 6.02.I below, the University shall pay Employee the Promotional Fee for the time period from the date of termination through December 6 of the year of termination at the annual rate existing as of the date of termination ("Promotional Fee Guarantee"). The Salary Continuation payments and Promotional Fee Guarantee payments under this Section 6.02.G, if any, shall begin within ninety (90) days after the Employee's date of termination; provided, however, no Salary Continuation payments or Promotional Fee Guarantee payments shall be made until the Employee has executed the release required under Section 6.02.I and the statutory period during which the Employee is entitled to revoke such release has expired, and provided further that Salary Continuation payments and Promotional Fee Guarantee payments shall begin in the second taxable year if the ninety(90)-day period begins in one taxable year and ends in the subsequent taxable year. No Salary Continuation payments or Promotional Fee Guarantee payments shall be made unless the release is executed and the statutory revocation period expires prior to the end of the ninety (90)-day period. Unless the Employee is terminated without Cause in accordance with the provisions of Section 6.02.F during one of the University's regular football seasons (defined as the time period between the first regular season football game and December 6 of that same year), the University shall not be responsible or otherwise liable to the Employee following the date of termination for any payments of the Promotional Fee as defined in Section 4.05. In addition, in no case shall the University be responsible or otherwise liable to the Employee following the date of termination for any employee benefits, or any other consideration hereunder. By executing this Agreement, the Employee explicitly acknowledges and agrees that he is entitled to no other compensation or damages (compensatory, punitive or otherwise) as a result of the termination of this Agreement without Cause by the University. For

purposes of this Section 6.02G, the term "termination" shall be interpreted to comply with the requirements of Internal Revenue Code 409A.

7. **Mitigation of University's Obligation upon Termination without Cause.** The language contained in Section 6.02.H of the Agreement shall be deleted and the following language shall be inserted in its place:

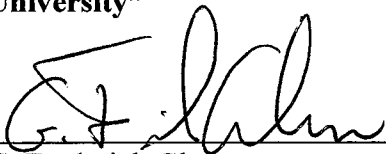
H. *Mitigation of University's Obligation upon Termination without Cause.* The Employee is required to use his reasonable best efforts to mitigate the University's Salary Continuation obligation under Section 6.02.G by making reasonable and diligent efforts as soon as practicable following termination (under the circumstances and opportunities then prevailing) to obtain another comparable employment position or paid services opportunity, and the Employee agrees that the following employment or services opportunities shall constitute a comparable position or opportunity for purposes of this provision: media commentator with a national or regional network, broadcast station or cable company, professional football assistant or head coach, assistant or head football coach at a Division I college or university. If the Employee obtains a comparable position or services opportunity, then the University's obligation to make the Salary Continuation payments to the Employee as set forth in Section 6.02.G shall be offset and reduced dollar-for-dollar by the Employee's total compensation received or earned by the Employee (or an affiliate of the Employee) from such comparable position or services opportunity (excluding the employee benefits costs associated with such comparable position or services opportunity) during the applicable period of the Salary Continuation payments. While the University's Salary Continuation obligation under Section 6.02.G is in effect (and for a period of six (6) months thereafter), the Employee shall promptly report to the University on a quarterly basis on all compensation received or earned by him (or by any of his affiliates) during the prior three-month and six-month periods. The University shall reduce future Salary Continuation payments beginning with the first payment payable after receipt of the Employee's quarterly report by any amount that the University is entitled to offset as a consequence of the foregoing provisions and at the conclusion of the Salary Continuation period, the Employee shall be obligated to promptly pay to the University the full amount of any offset and reduction due to mitigation that the University is entitled to that was not fully recouped by the University through a previous offset and reduction.

8. **Remaining Terms.** Except as modified by this Second Amendment, all other provisions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control. Any capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates listed below.

(Signatures Follow)

University"




G. Frederick Glass
Vice President & Director of
Intercollegiate Athletics

Dated: 1/13/2016

Michael A. McRobbie
President

Dated: _____

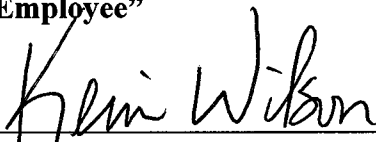


Donald Lukes
Treasurer

SMH

Dated: 1/21/2016

"Employee"



Kevin Wilson

Dated: 1/11/2016