

Second Amendment to Employment Agreement

This Second Amendment to Employment Agreement (this “Second Amendment”) is made and entered into by and between Jeffrey S. Brohm (the “Coach”) and Purdue University (“Purdue”), and it amends the Employment Agreement entered into by and between the Parties effective December 5, 2016 (the “Agreement”), as amended by the First Amendment to Employment Agreement effective January 1, 2018 (the “First Amendment”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement, as amended by the First Amendment.

RECITALS

WHEREAS, the Coach and Purdue have established a long-term relationship based on a shared commitment to Program continuity and success; and

WHEREAS, Purdue desires to continue the employment of the Coach as the head coach of the Program and to extend such employment beyond the Initial Term (as previously defined to expire on December 31, 2024), and the Coach similarly desires to continue his employment by Purdue in that capacity; and

WHEREAS, Purdue and the Coach continue to recognize, as they did when entering into the Agreement and the First Amendment, that head coaches of intercollegiate teams at Purdue conduct their professional activities under circumstances unique among Purdue employees, including evaluation and scrutiny of Team performances by the public and media, and including the applicability of NCAA Regulations and Big Ten Regulations, as well as Purdue Regulations, to the Coach’s activities and to the Program; and

WHEREAS, both Parties also continue to recognize that these factors highlight the need for job security for the Coach, as well as the critical importance to Purdue of the Coach’s long-term commitment to enable Purdue to operate and maintain a stable Program; and

WHEREAS, both Parties wish to memorialize the extension of their relationship by amending the Term and by adjusting certain other provisions of the Agreement in the manner described herein:

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Amendments

- (a) The following definition in Section 1.0 (Definitions) is hereby amended and restated to read as follows:

“‘Initial Term’ means the period beginning on the Effective Date and ending on December 31, 2025.”

- (b) Section 3.2 is hereby amended and restated to read in its entirety as follows:

“3.2 Assistant Coaches’/Support Staff Compensation. Purdue will provide Coach with an annual compensation pool of up to \$4,350,000.00 for assistant coaches and the Executive Director of Football Operations/Chief of Staff, to be allocated as Coach determines. The Coach and the Athletic Director will evaluate the amount of the annual compensation pool annually to ensure it is competitive with Big Ten and other peer programs. As soon as practicable following the Effective Date, Coach will evaluate current staff, and if Coach wants to propose changes, these decisions will be mutually agreed upon between Coach and the Athletic Director, with the latter’s approval not to be unreasonably withheld.”

- (c) A new subsection 4.3.1.1 shall be added and shall read as follows:

4.3.1.1 **Responsibility to Cooperate.** Notwithstanding the generality of the foregoing, in accordance with NCAA Regulations, the Coach shall have an affirmative obligation to cooperate fully in the processes prescribed by the infractions program described in NCAA bylaw 19, including but not limited to the investigation and adjudication of each particular case involving an alleged infraction.

- (d) Section 5.2.1 is hereby amended and restated to read in its entirety as follows:

“5.2.1 Termination by Purdue. If Purdue elects to terminate this Agreement without Cause under this Section 5.2, Purdue will pay or provide to Coach all (i) Base Salary, Retirement Contributions, Benefits, Supplemental Stipend, and Bonus amounts which have accrued and/or been earned through the date on which termination takes effect, and (ii) the remaining Base Salary and Supplemental Stipend amounts which would have been payable to Coach through the expiration of the Initial Term had the Agreement not been terminated. The amounts described in clause (ii) above shall be payable to Coach in equal monthly installments over the remainder of the Initial Term.”

- (e) Section 2.0 of **Exhibit B** is hereby amended and restated to read in its entirety as follows:

“2.0 Supplemental Stipend. In further consideration of Coach's (i) performance of his duties under this Agreement, (ii) appearances on television and radio programs produced by or for Purdue, (iii) assistance with Purdue's web site or other media participation related to his position as head coach, and (iv) other personal development and marketing appearances on behalf of Purdue (including appearances/clinics related to Purdue's shoe and apparel agreements), Purdue shall pay Coach an annual Supplemental Stipend and talent fee in accordance with the schedule below, as the same may be increased from time to time under Section 3.3 of this Agreement:

- 2.1 from January 1, 2019 through December 31, 2019: \$3,900,000 per year (in equal monthly installments);
- 2.2 from January 1, 2020 through December 31, 2020: \$4,000,000 per year (in equal monthly installments);
- 2.3 from January 1, 2021 through December 31, 2021: \$4,100,000 per year (in equal monthly installments);
- 2.4 from January 1, 2022 through December 31, 2022: \$4,200,000 per year (in equal monthly installments);
- 2.5 from January 1, 2023 through December 31, 2023: \$4,300,000 per year (in equal monthly installments);
- 2.6 from January 1, 2024 through December 31, 2024: \$4,400,000 per year (in equal monthly installments);
- 2.7 from January 1, 2025 through December 31, 2025: \$4,500,000 per year (in equal monthly installments);

Any revenues generated by the activities described in this Section 2.0 shall be received by and belong to Purdue.”

As set forth in the Agreement and First Amendment, the Supplemental Stipend shall be payable in addition to Coach’s Annual Base Salary of \$300,000 per year.

(f) A new Section 4.0 of **Exhibit B** is added to read in its entirety as follows:

“**4.0 Retention Incentive.** To incent Coach to remain at Purdue in his capacity as Head Coach of the Program, Purdue will pay Coach a retention incentive payment if Coach remains so employed according to the following schedule:

- 4.1 If Coach remains employed as Head Coach of the Program through January 1, 2019, Purdue will pay Coach a retention incentive payment of \$300,000 on or before May 31, 2019;
- 4.2 Coach will receive, in addition to the retention incentive payment set forth in Section 4.1 above, an amendment signing bonus of \$1,700,000, which sum shall be fully guaranteed on Coach’s signing of this Second Amendment. The amendment signing bonus shall be paid by Purdue in two equal installments of \$850,000 each, the first of which will be paid to Coach on or before May 31, 2019, and the second of which will be paid to Coach on or before January 31, 2020. For the sake of clarity, said payments are due and payable on those dates regardless of Coach’s employment status on those dates;
- 4.3 If Coach remains employed as Head Coach of the Program through December 31, 2019, Purdue will pay Coach a retention incentive payment of \$400,000 on or before January 31, 2020;

- 4.4 If Coach remains employed as Head Coach of the Program through December 31, 2020, Purdue will pay Coach a retention incentive payment of \$500,000 on or before January 31, 2021;
- 4.5 If Coach remains employed as Head Coach of the Program through December 31, 2021, Purdue will pay Coach a retention incentive payment of \$600,000 on or before January 31, 2022;
- 4.6 If Coach remains employed as Head Coach of the Program through December 31, 2022, Purdue will pay Coach a retention incentive payment of \$600,000 on or before January 31, 2023;
- 4.7 If Coach remains employed as Head Coach of the Program through December 31, 2023, Purdue will pay Coach a retention incentive payment of \$600,000 on or before January 31, 2024;
- 4.8 If Coach remains employed as Head Coach of the Program through December 31, 2024, Purdue will pay Coach a retention incentive payment of \$600,000 on or before January 31, 2025.

SECTION 2. Effectiveness; Limited Effect.

All modifications set forth in this Second Amendment shall take effect on January 1, 2019 and, except as specifically set forth herein, shall not affect the Parties' performance or payments made under the Agreement prior to such date. Except as expressly amended and modified by this Second Amendment, the Agreement (as heretofore amended) shall continue in full force and effect in accordance with its terms, and nothing contained in this Second Amendment is intended to affect the parties' existing or continuing rights or obligations under the Agreement from and after January 1, 2019, except as expressly modified hereby. This includes without limitation the definition of Effective Date in the Agreement, which shall remain December 5, 2016.

SECTION 3. Governing Law.

This Second Amendment shall be governed by and construed in accordance with the substantive laws of the State of Indiana, without giving effect to the conflict of laws principles thereof.


SECTION 4. Counterparts.

This Second Amendment may be executed in any number of counterparts, each of which shall be considered an original but all of which, taken together, shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates written below.

Purdue University

By: 
Michael A. Bobinski, Vice President
and Director of Intercollegiate
Athletics


Date: 4/11/19

Approved:

By: 
Mitchell E. Daniels, Jr., President


Date: 4/16/19

Coach

By: 
Jeffrey S. Brohm

Date: 4/11/19

Purdue Board of Trustees

By: 
Thomas E. Spurgeon, Chair
Compensation Committee

Date: 4-24-19