

Employment Agreement

This Employment Agreement is entered into by and between Jeffrey S. Brohm and Purdue University.

WHEREAS, Purdue and Coach have entered into this Agreement because Purdue desires to employ Coach as the head coach of the Program for a period of at least six years based on Coach's assurance that he will serve the entire initial term of this Agreement, and because Coach desires to be employed by Purdue in that capacity; and

WHEREAS, Purdue and Coach recognize 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 Coach's activities and to the Program; and

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

NOW THEREFORE, in consideration of the foregoing recitals and of the following mutually agreed terms and conditions, the parties hereby agree as follows:

1.0 Definitions. The following terms have the following meanings when capitalized in this Agreement:

"Administrative/Professional Position Description" means the description attached as Exhibit A to this Agreement, as the same may be amended by Purdue from time to time.

"Agreement" means this Employment Agreement, including the recitals and the attached Exhibits.

"Annual Base Salary" means the amount calculated by multiplying the Base Salary times twelve (12).

"Athletic Director" means Purdue's Vice President and Director of Intercollegiate Athletics, or his or her designee.

"Base Salary" means the monthly salary of \$25,000.00, which is reflected as an annual amount in the approved annual Purdue budget, to be paid by Purdue to Coach under this Agreement, as the same may be increased from time to time based entirely on merit.

"Benefits" means such benefits, in addition to salary and Retirement Contributions, as are generally provided to employees holding Administrative/ Professional Staff appointments at Purdue's West Lafayette campus, such as medical insurance, paid vacation, paid sick leave, and other generally available benefits, as such benefits may be amended by Purdue from time to time.

"Big Ten" means the Big Ten Conference.

"Big Ten Coaches" means the group consisting of the head coaches of the intercollegiate football program at each Big Ten university.

"Big Ten Media" means the collection of media representatives consisting of two individuals from each Big Ten university designated as that university's Big Ten men's football media representatives.

"Big Ten Regulations" means the constitution, bylaws, rulings, and interpretations of the Big Ten, as the same may be amended from time to time.

"Bonus" means the bonus payment or payments to be made by Purdue to Coach, if any, as and when provided for in **Exhibit B**.

"Cause" means one or more of the following reasonably determined by Purdue in accordance with the provisions in this Agreement to constitute:

- (i) a failure by Coach to cure, within seven days after receiving written notice from Purdue, any failure by Coach to properly, efficiently, and to the best of his ability, perform any of his duties or responsibilities under this Agreement including the duties and responsibilities set forth in the body of this Agreement and in the Administrative/ Professional Position Description, or such other duties consistent with the foregoing assigned from time to time by the Athletic Director;
- (ii) fraud or dishonesty by Coach upon, or an act by Coach evidencing bad faith towards, Purdue;
- (iii) conduct by Coach which is seriously prejudicial to the best interests of Purdue or the Program, or which is contrary to Purdue's mission;
- (iv) conduct by Coach in violation of any criminal statute of moral turpitude;
- (v) a significant violation, or repetitive violations, of Purdue or Big Ten Regulations by Coach, by any person under Coach's direct or indirect supervision, or by a student athlete in the Program, as determined pursuant to Section 4.3.2 below; or
- (vi) a significant violation, or repetitive violations, of NCAA Regulations by Coach, by any person under Coach's direct or indirect supervision, or by a student athlete in the Program, as determined pursuant to Section 4.3.2 below; and/or
- (vii) a prolonged absence from duty without the consent of the Athletic Director, other than because of temporary, verifiable illness or Permanent Disability.

"Coach" means Jeffrey S. Brohm.

"Code" means the United States Internal Revenue Code of 1986, as the same may be amended, or comparable provisions of successor legislation.

"Club" means the Lafayette Country Club.

"CGPA" means the cumulative grade point average of the Team.

"Director of Compliance" means the employee in the Purdue athletics department with responsibility for compliance matters.

"Disability Date" means the date on which a Permanent Disability is deemed to occur under Section 5.4.2.3 below, or the day on which a physician selected pursuant to Section 5.4.2.4 below notifies the parties that the physician has determined that Coach has a Permanent Disability.

"Effective Date" means December 5, 2016.

"Extension Term" means a one-year period extending this Agreement in accordance with Section 5.1 below.

"Fiscal Year" means Purdue's fiscal year running from July 1 through June 30.

"GSR" means the Graduation Success Rate, calculated using NCAA calculation methods and procedures.

"Initial Term" means the period beginning on the Effective Date and ending on December 31, 2022.

"IRS" means the United States Internal Revenue Service.

"Liquidated Damages" means the payment which a Party shall pay under Section 5.2 below in order to exercise the right to terminate this Agreement without Cause.

"Loan" means an interest free loan, in the principal sum of \$900,000, provided to Coach by Purdue after approval of the Summary Provisions as a reimbursement of business expenses owed by Coach to Western Kentucky, which will be retired in accordance with the provisions of Section 3.1 below.

"NCAA" means the National Collegiate Athletic Association.

"NCAA Regulations" means the constitution, bylaws, rulings, and interpretations of the NCAA, as the same may be amended from time to time.

"Outside Income" means income, benefits, or gratuities received by Coach from any source other than Purdue, including but not limited to income and benefits from participating in clinics, outside speaking engagements, newspaper columns, endorsement contracts, and consulting contracts, and including non-cash benefits from outside sources such as club memberships, preferential housing benefits, etc.

"Party" means Purdue or Coach, and "Parties" means both of them.

"Performance Bonus Base" means \$1,500,000.00.

"Permanent Disability" means a physical or mental incapacity, determined as provided in Section 5.4.2 below, of a nature which will prevent Coach from performing the essential functions of his duties under this Agreement with or without a reasonable accommodation, and

which is expected to last in excess of 120 consecutive days.

"Preliminary Determination" means a determination by Purdue that Coach has committed what Purdue believes to be a significant violation or repetitive violations of NCAA Regulations before NCAA proceedings with respect to such violation or violations are completed.

"President" means the president of Purdue.

"Program" means Purdue's intercollegiate men's football program.

"Purdue" means Purdue University.

"Purdue Regulations" means all Purdue rules, regulations, policies and decisions as the same may be amended from time to time, including but not limited to Purdue's academic standards, requirements, and policies in regard to recruiting and maintaining the eligibility of prospective and current student-athletes.

"Retirement Contributions" means the contributions which Purdue would make to its non-elective 403(b) defined contribution plan and its 401(a) mandatory retirement plan under its standard policy on behalf of an administrative or professional employee who receives a salary equal to the Base Salary, as said policy may be amended by Purdue from time to time.

"Summary Provisions" means that document executed and approved by the Athletic Director and Coach on December 5, 2016, and subsequently ratified by the Purdue Board of Trustees on December 16, 2016.

"Supplemental Stipend" means the monthly payment to Coach referenced in Section 2.0, of **Exhibit B**, as the same may be increased from time to time in accordance with Section 3 below.

"Team" means the Purdue men's football team.

"Term" means the period during which this Agreement remains in force, including the Initial Term and any Extension Term.

"Total Compensation" means the sum of Base Salary, annual Supplemental Stipend, maximum Bonus opportunities, and annual net income from sports camps annually.

2.0 Employment. Subject to the terms and conditions of this Agreement, Purdue hereby employs Coach, and Coach hereby accepts employment by Purdue, as the head coach of the Program. This Agreement supersedes and replaces the Summary Provisions as of the Effective Date.

3.0 Compensation. Subject to the other terms and conditions of this Agreement, Purdue will (i) pay Coach the Base Salary, contribute Retirement Contributions on the Base Salary, and provide Benefits, and (ii) pay the payments and provide the perquisites as specified in **Exhibit B**, and (iii) forgive the Loan in accordance with the schedule and terms established in Section 3.1 below.

3.1 Loan Forgiveness. A necessary element of inducing Coach to accept employment with Purdue is Purdue's commitment to pay up to \$900,000.00 of the expense that

Coach would incur as a result of terminating his contract with Western Kentucky University and commencing employment with Purdue. Purdue shall reimburse Coach for this expense and shall treat said payment as reimbursement of an expense under an "accountable plan" as that term is defined by Treasury Regulation 1.62-2 (26 C.F.R. § 1.62-2(c)). Purdue shall pay said sum directly to Western Kentucky University and report these funds to the Internal Revenue Service as a reimbursement to Coach.

The reimbursement shall be paid in the form of a Loan. On December 31 of each year of the Initial Term of this Agreement in which Coach remains in the position of head coach of the Program, \$150,000.00 of the Loan balance will be forgiven. If Purdue terminates this Agreement during the Initial Term, any remaining Loan balance will be forgiven and amortized over the remaining years of the Initial Term of this Agreement. If Coach terminates this Agreement during the Initial Term by exercising his rights under Section 5.2.2 below, any remaining Loan balance shall also become due and payable along with the Liquidated as provided for in Section 5.2.2 below.

3.2 Assistant Coaches'/Support Staff Compensation. Purdue will provide Coach with an annual compensation pool of up to \$3,500,000.00 for assistant coaches, to be allocated as Coach determines. 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.

3.3 Compensation Review. Coach's Total Compensation opportunities will be reviewed annually. Concurrently with such review, the annual compensation pool for assistant coaches provided for in Section 3.2 will also be reviewed for adequacy and competitiveness. Based upon these reviews, appropriate adjustments may be made to the compensation payable under this Agreement.

4.0 Duties as Head Coach.

4.1 Duty of Loyalty. Coach agrees to be a loyal employee of Purdue. Coach will use his best efforts to make only positive and constructive public comments about Purdue policies and administrators.

4.2 General Duties. Under the supervision and control of the Athletic Director, Coach will perform all duties and responsibilities attendant to the position of head football coach properly, efficiently, and to the best of his ability, including the duties and responsibilities set forth in the body of this Agreement and in the Administrative/ Professional Position Description, or such other duties consistent with the foregoing assigned from time to time by the Athletic Director. Coach's duties and responsibilities include using his best efforts to operate the Program in a manner that meets the revenue, personnel, and operational objectives established by the Athletic Director from time to time, and to comply with Purdue's contractual obligations requiring Coach's participation in marketing and sponsorship activities. Coach is expected to work closely with a variety of athletics department and Purdue staff on all matters affecting the Program or that or otherwise connected with the discharge of his duties under this Agreement.

4.3 Duty to Comply with Regulations.

4.3.1 Scope of Duty. Coach will comply with all applicable provisions of Purdue, Big Ten, and NCAA Regulations as the same may be amended from time to time, and

will use his best efforts to require all persons under Coach's direct or indirect supervision and all student athletes in the Program to do the same. If Coach becomes aware, or has reasonable cause to believe, that a violation of Purdue, Big Ten, and/or NCAA Regulations has or may have taken place, Coach shall promptly report the violation or potential violation to the Athletic Director and to the Director of Compliance. In accordance with NCAA by-law 11.1.2.1, it shall be the responsibility of Coach to actively encourage an atmosphere promoting compliance within the Program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Coach. Assertions or allegations that Coach has failed to comply with the duties described in this Section 4.3.1 shall be subject to the dues process procedures referenced in Sections 5.3.2, 5.3.3 and 7.1 below.

4.3.2 Violations.

4.3.2.1 Violations by Coach. Subject to the due process procedures referenced in Sections 5.3.2, 5.3.3, and 7.1 below, Coach shall be subject to disciplinary action under this Agreement, in addition to any discipline to which Coach may be subject under Purdue, Big Ten, or NCAA Regulations, if (a) Purdue determines that Coach has violated Purdue Regulations, (b) Purdue or the Big Ten determines that Coach has violated Big Ten Regulations, or (c) Purdue or the NCAA determines that Coach has violated NCAA Regulations, including but not limited to any NCAA violation which may have occurred during any prior employment of Coach at another NCAA member institution and for which the NCAA could hold Coach responsible.

4.3.2.2 Violations by Others Which Coach Knows About and Fails to Report. Subject to the due process procedures referenced Sections 5.3.2, 5.3.3, and 7.1 below, Coach shall be subject to disciplinary action under this Agreement, in addition to any discipline which Coach may be subject under Purdue, Big Ten, or NCAA Regulations, if (a) Purdue determines that any person under Coach's direct or indirect supervision or any student athlete in the Program has violated Purdue Regulations, (b) Purdue or the Big Ten determines that any person under Coach's direct or indirect supervision or any student athlete in the Program has violated Big Ten Regulations, or (c) Purdue or the NCAA determines that any person under Coach's direct or indirect supervision or any student athlete in the Program has violated NCAA Regulations, and if Coach has actual knowledge of such violation of Purdue, Big Ten, or NCAA Regulations and does not promptly report the same as provided in Section 4.3.1 above.

4.3.2.3 Violations By Others Which Coach Should Reasonably Have Known About. Subject to the due process procedures referenced Sections 5.3.2, 5.3.3, and 7.1 below, Coach shall be subject to disciplinary action under this Agreement in addition to any discipline which Coach may be subject under Purdue, Big Ten, or NCAA Regulations, if (a) Purdue determines that any person under Coach's supervision or any student athlete in the Program has violated Purdue Regulations, (b) Purdue or the Big Ten determines that any person under Coach's supervision or any student athlete in the Program has violated Big Ten Regulations, or (c) Purdue or the NCAA determines that any person under Coach's direct or indirect supervision or any student athlete in the Program has violated NCAA Regulations, and if Coach in the exercise of due care in the performance of his duties as head coach of the Program reasonably should have known of such violation of Purdue, Big Ten, or NCAA Regulations and does not promptly report the same as provided in Section 4.3.1 above.

4.3.2.4 Discipline. Subject to the due process procedures referenced Sections 5.3.2, 5.3.3, 7.1, and 7.9 below, discipline under this Agreement may include, but is not necessarily limited to, suspension without pay, a reduction in compensation, and termination of

the Agreement for Cause.

5.0 Term and Termination.

5.1 Term. Unless terminated earlier pursuant to the following provisions, this Agreement shall remain in force during the Initial Term and during any Extension Term. At the end of the Initial Term or any Extension Term, this Agreement shall be automatically extended for an additional Extension Term unless either Party shall have given the other Party written notice at least sixty days before the end of the expiring Initial Term or Extension Term (as the case may be) that the notifying Party intends not to extend this Agreement.

5.2 Termination Without Cause. In consideration of (i) the significant investment and mutual commitment which each Party has made to the other under this Agreement, as well as (ii) the mutual recognition of the Parties of the undesirability of continuing this Agreement in force if either Party no longer wishes for Coach to continue to serve under this Agreement, the Parties agree that either Party may at any time elect to terminate this Agreement for any reason or no reason in accordance with the following provisions, by providing written notice to the other Party. Termination without Cause is effective upon receipt of the written notice and is subject to the following additional terms and conditions.

5.2.1 Termination by Purdue. If Purdue elects to terminate this Agreement without Cause under this Section 5.2, Purdue will (i) pay or provide any Base Salary, Retirement Contributions, Benefits, Supplemental Stipend, and Bonus which have accrued and/or been earned through the date on which termination takes effect, and (ii) pay Liquidated Damages in equal monthly installments over the remainder of the Initial Term to Coach in an amount equal to the difference of \$18,000,000 minus the amount of Base Salary and Supplemental Stipend already received by Coach. This difference may be further reduced and offset as described in Section 5.2.1.1. If, however, Coach is terminated after he has already received \$18,000,000 or greater in combined Annual Base Salary and Supplemental Stipend, Purdue shall not owe any Liquidated Damages for such termination.

5.2.1.1 Mitigation/Offset. In the event Purdue terminates Coach's employment without Cause, Coach shall use reasonable efforts to mitigate Purdue's obligations hereunder by obtaining other employment in intercollegiate or professional athletics and shall notify the Athletic Director in writing at least annually of his efforts to obtain such employment. Coach shall immediately notify the Athletic Director in writing of his new employment and all annual fixed compensation to be paid to him pursuant to a written contract of employment, including any addenda or amendments associated with that contract. Pursuant to this Agreement, Purdue's financial obligation to Coach will be offset by all fixed compensation received by Coach pursuant to such new written contract of employment (including any addenda or amendments) including base salary, deferred compensation, and compensation for radio, TV, and marketing appearances. Failure to comply with these obligations shall constitute a breach and cause all payments to terminate until Purdue reasonably believes Coach is in compliance with this provision.

5.2.2 Termination by Coach. If Coach elects to terminate this Agreement under this Section 5.2 without Cause, (i) Purdue will pay or provide any Base Salary, Retirement Contributions, Benefits, Supplemental Stipend and Bonus which have accrued and/or been earned through the effective date of termination, and (ii) within 60 days after the date of termination, the Coach or a third-party acting on Coach's behalf will pay to Purdue the remaining outstanding balance on the Loan that has not been forgiven under Section 3.1 above and (iii) will pay

Liquidated Damages in accordance with the following:

5.2.2.1 If Coach makes such an election at any time before the first anniversary of the Effective Date, the amount of Liquidated Damages payable by Coach to Purdue will be \$5,000,000.00.

5.2.2.2 If Coach makes such an election at any time on or after the first anniversary of the Effective Date but before the second anniversary of the Effective Date, the amount of Liquidated Damages payable by Coach to Purdue will be \$4,000,000.00.

5.2.2.3 If Coach makes such an election at any time on or after the second anniversary of the Effective Date but before the third anniversary of the Effective Date, the amount of Liquidated Damages payable by Coach to Purdue will be \$3,000,000.00.

5.2.2.4 If Coach makes such an election at any time on or after the third anniversary of the Effective Date but before the fourth anniversary of the Effective Date, the amount of Liquidated Damages payable by Coach to Purdue will be \$2,000,000.00.

5.2.2.5 If Coach makes such an election at any time on or after the fourth anniversary of the Effective Date but before the end of the Initial Term, the amount of Liquidated Damages payable by Coach to Purdue will be \$1,000,000.00.

5.2.3 Retirement from the Coaching Profession. Purdue recognizes that if Coach has decided to retire from the coaching profession, it would be in the interest of both Parties for Coach to terminate this Agreement without being required to pay Purdue Liquidated Damages. Therefore, if Coach's written notice under Section 5.2 identifies his intention to retire from Coaching profession as the reason for termination, Coach shall not be required to pay Liquidated Damages, provided that if Coach changes his mind and accepts a coaching position within 12 months following the date on which termination takes effect, Coach shall then pay the applicable Liquidated Damages as of the date Coach accepts the coaching position, if any, as if Coach had terminated this Agreement under this Section 5.2 for a reason other than a decision to retire from the coaching profession.

5.2.4 Effect. Upon satisfaction of the foregoing provisions, (i) Purdue shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise, and (ii) Coach shall have no obligation to make any further payments or to provide any other services or consideration to Purdue under this Agreement or otherwise.

5.3 Termination By Purdue With Cause.

5.3.1 Effect of Termination With Cause. Purdue may terminate this Agreement and Coach's employment at any time if Cause is found under Section 5.3.2 below, upon providing the due process procedures set forth in Sections 5.3.2 and 7.1 below. If Purdue terminates this Agreement for Cause, Purdue will pay or provide any Base Salary, Retirement Contributions, Benefits, Supplemental Stipend and Bonus which have accrued and/or been earned through the end of the month in which such termination takes effect, and, subject to Section 5.3.3 below when applicable, shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise.

5.3.2 Due Process Procedures for Termination With Cause. Purdue shall

provide written notice to Coach if Purdue intends to terminate this Agreement for Cause. Such notice shall be provided at least ten days in advance of the date on which termination is to take effect, and shall include a statement of the charges against Coach. In that event, the President or the President's designee shall schedule a hearing to determine if Cause exists as soon as reasonably possible. The hearing shall consist of an explanation of Purdue's evidence and an opportunity for Coach to present his side of the story. Coach may have an advisor present who may consult with Coach but who may not actively participate in the proceeding. The decision of the President or the President's designee at such hearing shall be Purdue's final decision. The procedures contained in this subsection shall provide the exclusive framework within Purdue for addressing the existence of Cause and for imposing any discipline, including termination, if Cause is found. This subsection applies in lieu of all other Purdue procedures which might otherwise be applicable. Coach shall thereafter retain all of his rights to pursue further relief under Section 7.10 below.

5.3.3 Payments in Connection with Certain Terminations for Cause. The Parties recognize that Purdue is required to disclose violations of NCAA Regulations in connection with the Program to the NCAA, and that it may be appropriate for Purdue to terminate this Agreement for Cause based on a Preliminary Determination. The Parties further recognize that if Purdue terminates this Agreement for Cause based solely on a Preliminary Determination, and if the NCAA proceedings, when complete, do not support Purdue's Preliminary Determination that Coach committed a significant violation or repetitive violations of NCAA Regulations, Purdue should compensate Coach by paying Liquidated Damages that Purdue would have owed to Coach had this Agreement been terminated without Cause as of the date on which it was terminated based on a preliminary determination. Therefore, the Parties agree as follows:

5.3.3.1 NCAA Violations Under Sections 4.3.2.1 and 4.3.2.2. If (i) Purdue makes a Preliminary Determination that Coach has committed a significant violation or repetitive violations of NCAA Regulations under Section 4.3.2.1 and/or Section 4.3.2.2 above and discloses those violations to the NCAA, (ii) Purdue elects to terminate this Agreement for Cause based on a preliminary determination with respect to those violations before the NCAA has concluded its proceedings regarding the violations, and (iii) upon completion of such proceedings, the NCAA does not support Purdue's Preliminary Determination that Coach committed a significant violation or repetitive violations of NCAA Regulations, then Purdue will make a payment to Coach equal to the amount of Liquidated Damages which Purdue would have owed to Coach if Purdue had elected to terminate this Agreement without Cause under Section 5.2.1 above, together with interest from the date of termination at Indiana's statutory prejudgment interest rate. Coach acknowledges and agrees that upon making the payments called for in Sections 5.2.1 above and this Section 5.3.3.1, Purdue shall have satisfied all of its remaining obligations to Coach under this Agreement, that such payments shall constitute full, fair and reasonable compensation to Coach under this Agreement, and that Purdue shall have no further obligation to make any payments or to provide any Benefits or other consideration to Coach under this Agreement or otherwise.

5.3.3.2 NCAA Violations Under Section 4.3.2.3.

(i) The Parties recognize that there may be more uncertainty and less control from Coach's perspective in connection with violations of NCAA Regulations under Section 4.3.2.3 above than would be the case regarding violations under Sections 4.3.2.1 and 4.3.2.2.

(ii) Therefore, if Purdue makes a Preliminary Determination that Coach has committed a significant violation or repetitive violations of NCAA Regulations under Section

4.3.2.3 above (and not also under Section 4.3.2.1 and/or Section 4.3.2.2) and discloses those violations to the NCAA, Purdue may only elect to terminate this Agreement for Cause before the NCAA has concluded its proceedings regarding such disclosed violations if Purdue first makes a non-refundable payment to Coach in accordance with the following subsection.

(iii) If Purdue makes such an election before July 1, 2020, the amount of such non-refundable payment shall be \$750,000. If Purdue makes such an election on or after July 1, 2020, the amount of such non-refundable payment shall be \$250,000.

(iv) If Purdue makes such an election and makes such a payment, and if upon completion of such proceedings the NCAA does not support Purdue's Preliminary Determination that Coach committed a significant violation or repetitive violations of NCAA Regulations, Purdue will make a payment to Coach equal to the difference between (a) the amount of Liquidated Damages which Purdue would have owed to Coach if Purdue had elected to terminate this Agreement without Cause under Section 5.2.1 above, and (b) the payment made by Purdue to Coach under this Section 5.3.3.2, together with interest on the difference from the date of termination at Indiana's statutory prejudgment interest rate.

(v) Coach acknowledges and agrees that upon making the payments called for in Sections 5.2.1 above and this Section 5.3.3.2, Purdue shall have satisfied all of its remaining obligations to Coach under this Agreement, that such payments shall constitute full, fair and reasonable compensation to Coach under this Agreement, and that Purdue shall have no further obligation to make any payments or to provide any Benefits or other consideration to Coach under this Agreement or otherwise.

5.3.3.3 Other Terminations for Cause. If Purdue terminates this Agreement for Cause based on acts or omissions by Coach (i) other than a significant violation or repetitive violations of NCAA Regulations, or (ii) which included both a significant violation or repetitive violations of NCAA Regulations and other acts or omissions constituting Cause, this Section 5.3.3 shall not apply. Coach shall in that event retain the due process protections provided under Sections 5.3.2 and 7.1 with respect to such termination.

5.4 Termination for Death or Permanent Disability.

5.4.1 For Death. If Coach dies, this Agreement shall terminate automatically on the date of death. Purdue will pay or provide any Base Salary, Retirement Contributions, Benefits, Supplemental Stipend and Bonus which have accrued and/or been earned through the date of death, and shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise, other than death benefits, if any, which are then payable by Purdue under any Purdue benefit plan.

5.4.2 For Permanent Disability.

5.4.2.1 If Purdue determines in its reasonable judgment that Coach may have a Permanent Disability, Purdue may notify Coach in writing.

5.4.2.2 Within 14 days after receipt of notice from Purdue under Section 5.4.2.1, Coach shall respond to Purdue in writing indicating whether or not Coach agrees that he has a Permanent Disability.

5.4.2.3 If Coach provides a timely written response to Purdue agreeing

that he has a Permanent Disability, Coach shall be deemed to have a Permanent Disability as of the date Coach's written response is received by Purdue.

5.4.2.4 If Coach provides a timely written response to Purdue indicating that he does not agree that he has a Permanent Disability, or if Coach does not respond in writing within said 14-day period, Purdue may arrange to have Coach examined by a qualified physician to determine if Coach has a Permanent Disability as defined in this Agreement. Coach shall cooperate in arranging for, and in permitting the physician to conduct, the examination. The physician shall be directed to inform Purdue and Coach of the physician's determination, which shall be final, provided that Purdue shall have the right to initiate the procedures in this Section 5.4.2 again if Purdue subsequently determines in its reasonable judgment that Coach's condition may have deteriorated following a determination by the physician that Coach did not have a Permanent Disability.

5.4.2.5 Beginning on the Disability Date, Coach shall have no further obligations to provide services under this Agreement, Coach's employment as head coach of the Program shall terminate, and Purdue shall have the option to hire another person to serve as the head coach of the Program. Notwithstanding the preceding sentence, Coach shall remain an employee of Purdue, and Purdue shall continue to pay or provide any Base Salary, Retirement Contributions, Benefits, Supplemental Stipend, and Bonus which have accrued and/or been earned, until the later of (i) the date on which Coach has used all of his remaining paid sick leave or paid vacation days under Purdue's policies then in effect or (ii) 180 days following the Disability Date, at which time (a) this Agreement shall terminate automatically, (b) Purdue shall have no further obligation to make any payments or to provide any Benefits or other consideration under this Agreement or otherwise, other than long term disability benefits, if any, which are then payable by Purdue under any Purdue benefit plan, and (c) Coach shall retain whatever rights a similarly situated administrative or professional employee of Purdue would have to remain a Purdue employee on leave without pay, pending a determination of eligibility for long term disability benefits or other benefits, if any, to which such an employee would be entitled under Purdue policies then in effect.

6.0 Outside Income and Activities. Purdue recognizes that Coach may be offered opportunities to receive Outside Income and to participate in outside activities. Coach may only accept such opportunities on the following terms and conditions.

6.1 Obligations To Purdue Are Primary. Coach shall not accept any offer of Outside Income requiring Coach to engage in activities that would interfere with the full and complete performance by Coach of his duties under this Agreement and otherwise as a Purdue employee.

6.2 Compliance With Regulations. Coach shall not accept any Outside Income if such action would violate NCAA Regulations, Big Ten Regulations, and/or Purdue Regulations.

6.3 Purdue Policies. Coach shall not (i) accept any athletically-related Outside Income without requesting and obtaining the prior written approval of the Athletic Director, which approval shall not be unreasonably withheld, (ii) engage in outside activities that conflict with Purdue Intercollegiate Athletic Department sponsors or marketing partners, (iii) engage in any activity involving a conflict of interest or a conflict of commitment, or (iv) engage in any outside activity, or accept any Outside Income, without first making all disclosures and obtaining all approvals required by Purdue policies.

6.4 **Income.** Coach shall be entitled to retain all revenues he receives from outside activities obtained in conformance with this Section 6.0.

6.5 **No Purdue Responsibility.**

6.5.1 **No Guarantee.** Purdue does not promise or guarantee in any way that Coach will receive Outside Income or will be offered the opportunity to participate in outside activities. The Athletic Director will not unreasonably withhold his or her approval and support when reviewing a request by Coach to receive Outside Income and/or to engage in outside activities, but Purdue has no obligation to approve any requests by Coach to receive Outside Income or to engage in outside activities.

6.5.2 **No Liability.** Purdue shall have no liability to Coach at any time in connection with the payment of Outside Income, any termination of Outside Income (whether due to a termination of this Agreement for any reason, or to any other cause), or the absence of opportunities for Coach to earn Outside Income or participate in outside activities.

7.0 **General Provisions.**

7.1 **Full Disclosure.** Purdue represents and warrants to Coach that it has fully disclosed to him any and all significant NCAA issues of which it is aware.

7.2 **Grievance Procedures.** Except with respect to finding Cause and imposing discipline if Cause is found, which are governed exclusively by Section 5.3.2 above, if Coach is dissatisfied with Purdue's performance as an employer under this Agreement, he may request a meeting with Purdue's President to discuss and attempt to resolve the issue. If the President does not resolve the issue to Coach's satisfaction, he may proceed under Section 7.10 to resolve the dispute without first being required to proceed under the grievance procedures normally applicable to employees holding Administrative/Professional Staff appointments at Purdue's West Lafayette Campus; provided, however, that Coach shall remain subject to Purdue grievance procedures applicable to any grievance or complaint which might be filed against Coach by any other person.

7.3 **University Signature and Approval.** This Agreement shall not become effective until signed by the Athletic Director with the approval of the President and the Chair of the Compensation Committee of the Purdue Board of Trustees.

7.4 **No Assignment.** Coach's rights and interests under this Agreement may not be assigned, pledged or encumbered by Coach.

7.5 **Tenure.** This Agreement does not make Coach eligible for tenure at Purdue.

7.6 **Publicity Rights.** For so long as this Agreement remains in force, Purdue shall have the right to use Coach's name, likeness, and image in support of Purdue, its athletics department, and the Program.

7.7 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements and contracts, and all prior written or oral communications or understandings, between the Parties, including without limitation the Summary Provisions.

7.8 Changes. This Agreement may only be changed by a written modification signed by both Parties.

7.9 Applicable Law. The Parties stipulate that this Agreement has been entered into in West Lafayette, Indiana and is governed by the substantive laws of Indiana without reference to its choice of law principles.

7.10 Disputes.

7.10.1 Mediation. Before either Party files a lawsuit under Section 7.10.2 below, the Parties agree to use best efforts in good faith to settle the dispute by participating in non-binding mediation to be conducted by a mutually agreeable mediator to be selected jointly by the Parties at the time of the dispute. If either Party determines after three days of mediation that the dispute is not likely to be settled in a mutually acceptable manner, such Party may then commence litigation. Mediation hearings shall be held in West Lafayette, Indiana, unless the Parties agree otherwise, and shall be governed by the Indiana Rules for Alternative Dispute Resolution.

7.10.2 Courts. Courts in Tippecanoe County, Indiana with subject matter jurisdiction shall have sole and exclusive jurisdiction and venue over all disputes arising under or in connection with this Agreement or its breach which have not been resolved by mediation pursuant to Section 7.9.1 above. The Parties hereby (i) submit to the exclusive jurisdiction and venue of said courts with respect to any such dispute, and (ii) waive any defense or claim that said courts do not represent the preferred venue, lack personal jurisdiction over either Party, or are inconvenient for the Parties or witnesses.

7.10.3 Liquidated Damages in Certain Circumstances. The Parties agree that if Purdue has terminated this Agreement alleging Cause as the basis for the termination, and if a court subsequently rules in a lawsuit under Section 7.10.2 above that Purdue breached this Agreement in connection with such termination, and if Purdue does not appeal such ruling or such ruling is upheld after Purdue has exhausted all appeal rights, the damages which Coach may have incurred as a result of such termination would be extremely difficult to determine with certainty or fairly or adequately. Therefore, the Parties agree that in such event, Purdue will pay to Coach, as liquidated damages and not as a penalty, the full amount that Purdue would have been required to pay as Liquidated Damages under Section 5.2.1 above if Purdue had elected to terminate this Agreement without Cause instead of for Cause. This amount shall be payable in a lump sum within forty-five (45) days after the date on which all of Purdue's rights of appeal of the court's ruling have been exhausted, or after the time for all appeals has expired, whichever first occurs. Coach acknowledges and agrees that the payment of said amount as liquidated damages by Purdue shall constitute full, fair and reasonable compensation for all damages and injuries of any type that Coach may have incurred because of such termination.

7.11 Inferences. This Agreement has been freely negotiated by the Parties. No inference shall be drawn against either Party based on which party drafted any provision in this Agreement.

7.12 Waiver. The failure by either Party to exercise any right under this Agreement on one occasion will not waive that Party's right to exercise the same right on another occasion.

7.13 Severability. If any provision of this Agreement is ruled to be invalid, such

ruling will not affect any other provision which can be given effect without the invalid provision.

7.14 Limitation On Damages. Neither Party shall be liable to the other Party for any consequential, special, punitive or exemplary damages of any kind or nature, whether such liability is asserted on the basis of contract, tort, or otherwise, even if the Party is or should be aware of the possibility of such loss or damages.

7.15 Ownership of Materials and Records. All materials or articles of information, including, without limitation, personnel records, recruiting records, Team information, films, statistics or any other material or data, furnished to Coach by Purdue or developed by Coach on behalf of Purdue or at Purdue's direction or for Purdue's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of Purdue. Within ten (10) days of the expiration of the Term or its earlier termination as provided herein, Coach shall immediately cause all such materials in his possession or control to be delivered to Purdue.

7.16 Force Majeure. Delay or failure in performing an obligation in this Agreement is not a breach or default to the extent that the delay or failure is due to a cause beyond the reasonable control of the affected Party. Section 5.4.2, rather than this Section 7.15, shall apply if Coach has or may have a Permanent Disability.

7.17 Notices. All notices shall be in writing and shall be delivered or sent by registered or certified mail, return receipt requested, or by hand delivery acknowledged by a signed receipt, to the following addresses, which may only be changed by written notice.

Notices To Purdue:
Vice President and
Director of Intercollegiate Athletics
900 John R. Wooden Drive
West Lafayette, IN 47907

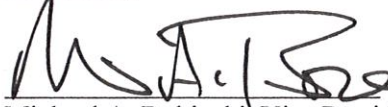
Notices To Coach:
Jeffrey S. Brohm
Purdue University
900 John R. Wooden Drive
West Lafayette, IN 47907

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

[SIGNATURE PAGE FOLLOWS]

Purdue University

Coach

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

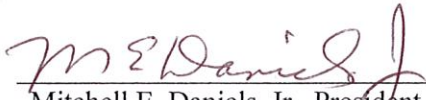
By: 
Jeffrey S. Brohm

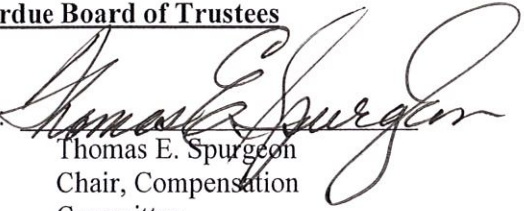
Date: 5/12/17

Date: 5/12/17

Approved:

Purdue Board of Trustees

By: 
Mitchell E. Daniels, Jr., President

By: 
Thomas E. Spurgeon
Chair, Compensation
Committee

Date: 5/31/17

Date: 5.18.17

664052

Exhibit A

Date: 12/1/12

PURDUE UNIVERSITY POSITION DESCRIPTION

Intercollegiate Athletics Department Name

311 Department Number

11481 Position Item Number

Position Title Head Football Coach (Final determination rests with HRS - Compensation)

Check one: [X] Existing [] New Position

Supervisor (name & title): See Posting Form For Contact Information

Phone: E-mail:

Staff Group (Final determination rests with HRS)

- Clerical, Operations Assist (40A), Administrative/Supervisory (30A), Management (20A), Service, Technical Assist (70A), Professional Assistant (60A), Professional (50A), Extension Educator (80A)

Time Reporting

- Biweekly, Monthly, Full time, Part time (< 1.00)

Shift

- Day, Evening, Night, Rotating

Term of Appointment

- Part time FTE, AY, FY 12, FY 11, FY 10, FY 9, FY 8

Education - Indicate the minimum education required. (Check one box only).

- No Minimum Education, HS diploma/GED, Vocational/Technical school, College course work, Associate degree, BA/BS degree, MS degree, Ph.D. degree, Professional degree (specify)

Describe the course work or degree field(s):

Bachelor's degree required. Degree field in an area that provides a knowledge base in exercise, physiology or physical performance preferred.

Experience - Indicate the minimum years of experience required.

- No experience required, 1 yr., 2 yrs., 3 yrs., 4 yrs., 5 yrs., 5+ yrs.

Describe the type of experience required:

Coaching experience at the collegiate level. Playing experience at the collegiate level or above may be substituted for coaching experience.

Equivalencies - Will you accept an equivalent combination of related education and experience? [] Yes [X] No

Reference: http://www.purdue.edu/hr/employment/equivalent.htm

Knowledge, Skills, Abilities - List any knowledge, skills or abilities, special training, certificates or licenses.

Knowledge of sport-specific fundamentals, techniques, and safety rules and regulations. Ability to analyze, interpret, communicate and adhere to University, Big Ten Conference, and NCAA policies, procedures. Excellent communication (oral and written, interpersonal, presentation and facilitation), planning, organizational, interviewing, strength training and counseling skills. Ability to recruit under highly selective academic and athletic standards on a national level, instruct and motivate student-athletes on sport fundamentals, techniques and safety rules and regulations, provide academic mentoring, and serve as a positive role model. Ability to influence and build positive relationships among diverse individuals including: student-athletes, parents, coaches, faculty, staff, students, media, and general public. Must be able to foster a participative management style that utilizes The Basic Principles and teamwork to successfully guide the work of others. Must possess a learning orientation to changing rules, regulations, and technology impacting the sport. Ability to plan and administer an annual budget. Personal computer and related software skills, e.g., word processing, spreadsheets, data query, Internet, etc., necessary.

Does this position require a Criminal Conviction Records Check? [X] Yes [] No

(Ex. cash handling, bank account signature) See instructions for details.

For HR Use ONLY

POC 440 FOC 272 EEO 05 JIC EDU GXX Supervision [X] Yes [] No

FLSA Exemption: [] Non-Exempt [] Exempt [X] Executive [] Administrative [] Professional [] Computer

Mike Tyrre Compensation Analyst

04/03/06 Date Finalized

Supervision Exercised: Must be an essential function of the position and described under "Responsibilities" below

Number of Monthly Regular Staff Supervised 10 Number of Hourly Regular Staff Supervised _____

Number of Monthly Temporary Staff Supervised _____ Number of Hourly Temporary Staff Supervised _____

Indicate authority: Functional: limited to assigning, instructing and reviewing work of others, including students
 Administrative: decisions/recommendations for hiring, promotion, pay adjustments and terminations.
 Administrative supervision includes functional supervision responsibilities as well.

REQUIRED FIELD: Position Summary: What is the main purpose of this position? Why does it exist?
 Direct all aspects of a sport-specific program. Manage a well organized and effective program that meets established short and long term athletic, academic, personnel and fiscal objectives.

Responsibilities: Describe the essential responsibilities of the position in order of importance. Essential responsibilities are those functions, if removed, would fundamentally alter the purpose of the position. It's not necessary to list each individual task. Percentages should be listed in 5% increments or greater and must total 100%.

<i>Essential</i>	<i>Percent</i>
COACHING	35%
<ul style="list-style-type: none"> - Establish the direction, training and motivation to assistant coaches and student-athletes for efficient and effective practices and competition - Establish the program standard for adherence to sport performance principles, game strategies, and safety rules and regulations - With input from assistant coaches, evaluate performance of student-athletes in all practice sessions and competitive games, and analyze data/statistics for achievement of athletics objectives. - Determine the priorities in the execution of all practice sessions. - Integrate staff scouting reports into game preparation and strategies. 	
RECRUITING	35%
<ul style="list-style-type: none"> - With input from assistant coaches, direct all aspects of the process of recruiting highly selective academic and athletic student-athletes. Determine whether or not to extend official campus visits and/or athletic grant-in-aid support. - Provide final assessment of student-athletes academic, athletic sport-specific abilities. - Manage all budgetary aspects of a "head-count" sport. - Adhere fully to all University, Big Ten Conference and NCAA policies, rules, regulations. 	
STRENGTH AND CONDITIONING/WELLNESS	5%
<ul style="list-style-type: none"> - With input from support staff, manage all aspects of the student-athletes overall physical preparation and health status. - Provide annual review of records, stats and game data in evaluating effectiveness of strength, conditioning, and training goals. 	
ACADEMIC/STUDENT-ATHLETE SUPPORT	15%
<ul style="list-style-type: none"> - Manage all aspects of the student-athletes academic progress and success. - Provide academic mentoring and modeling. - With input from athletic director, assistant coaches, and support staff determine course of action to resolve S-A athletic, academic or behavioral problems as they arise. 	
SUPERVISION	5%
<ul style="list-style-type: none"> - Select, hire and develop assistant coaches to support the academic, athletics, social and public goals of the program - Conduct performance expectation setting and reviews throughout the year 	
OTHER	5%
<ul style="list-style-type: none"> - Develop, manage and oversee all aspects of the sport-specific annual budget. - Proactively develop and maintain a positive and effective rapport with coaching colleagues at all levels, members of the local and national media, and the University's faculty, staff and student-body. - Regularly and actively participate in the development, alumni and outreach activities that promote the image and fiscal success of the Department of Intercollegiate Athletics. 	

PHYSICAL, ENVIRONMENTAL, AND HAZARDOUS SPECIFICATIONS

Identify below the physical, environmental, and hazardous conditions under which the essential responsibilities of the position are performed.

Physical Requirements

From the list of physical requirement descriptions below, check the box that best describes the physical requirements of the position.

- | | |
|---|---|
| 1. <input type="checkbox"/> SEDENTARY ACTIVITY: Lift and carry up to 10 lbs. occasionally; sedentary work involves sitting most of the time. | 4. <input type="checkbox"/> MODERATE PHYSICAL ACTIVITY: lift and carry 25 to 50 lbs. frequently, and up to 60 lbs. occasionally. |
| 2. <input type="checkbox"/> LIMITED PHYSICAL ACTIVITY: Lift and carry up to 10 lbs. frequently, and up to 20 lbs. occasionally. | 5. <input type="checkbox"/> HEAVY PHYSICAL ACTIVITY: Lift and carry 50 to 80 lbs. frequently, and up to 100 + lbs. occasionally. |
| 3. <input checked="" type="checkbox"/> LIGHT PHYSICAL ACTIVITY: Lift and carry 10 to 25 lbs. frequently, and up to 40 lbs. | *Occasional is defined as < 50 percent of the time
**Frequent is defined as > 50 percent of the time occasionally. |

Machines, Tools, Equipment and Electronic Devices: List the machines, tools, electronic devices, or other equipment necessary to perform the job.

- | | | |
|-----------------------------|----------------------|---------------------------------|
| 1. <u>Personal Computer</u> | 2. <u>Cell Phone</u> | 3. <u>Video Analysis System</u> |
| 4. <u>Fax</u> | 5. <u>Copier</u> | 6. _____ |

Environmental and Hazardous Conditions: Check the boxes that best describe the environmental conditions of the job.

- | | |
|--|--|
| 1. Work indoors (% of time 50%) | Work outdoors (% of time 50%) |
| 2. Respiratory Conditions: Involving exposure to: | <input type="checkbox"/> Fumes/vapors <input type="checkbox"/> Dust <input type="checkbox"/> Odors |
| <input type="checkbox"/> Gases <input type="checkbox"/> Inadequate ventilation | <input type="checkbox"/> Other conditions (List) _____ |
| 3. Skin Conditions: Involving exposure to: | <input type="checkbox"/> Toxic chemicals <input type="checkbox"/> Radiation <input type="checkbox"/> Burns |
| <input type="checkbox"/> Electrical shock | <input type="checkbox"/> Other conditions (List) _____ |
| 4. Working Conditions: Including use of, or exposure to: | |
| <input type="checkbox"/> Heavy Machinery | <input type="checkbox"/> Machinery with moving parts <input type="checkbox"/> Vibration |
| <input type="checkbox"/> Working on scaffolding and high places | <input type="checkbox"/> High voltage electricity <input type="checkbox"/> Lasers |
| <input type="checkbox"/> Steam pipes and/or tunnels | <input type="checkbox"/> Grease and oils <input type="checkbox"/> Cramped working quarters |
| <input type="checkbox"/> Biological and/or chemical agents | <input type="checkbox"/> Infectious diseases <input type="checkbox"/> Use of sharp objects |
| <input type="checkbox"/> Extreme cold (temperatures below 32°) | <input type="checkbox"/> Noise (work requires employee to shout to be heard) |
| <input type="checkbox"/> Extreme heat (temperatures above 90°) | <input type="checkbox"/> Handling or maintaining animals |
| <input type="checkbox"/> Other conditions (List) _____ | |

DEPARTMENTAL/SCHOOL APPROVALS

Approval to Establish/Modify Position: As supervisor of this position, I am certifying that this description is an accurate reflection of the primary purpose of the position, and that the primary duties and responsibilities listed are those that the employee in this position is expected to perform. It does not limit or modify my responsibility or authority to assign and direct the work of the employee.

Supervisor Signature - **REQUIRED** _____ Date _____

Department Head Signature - **REQUIRED** _____ Date _____

Fiscal Authorization Signature _____ Date _____
(i.e. Business Office/Director/VP)- **REQUIRED**

Exhibit B

1.0 Achievement Bonuses; Proration. For the academic year ending June 30, 2017 the University will pay Coach one-half (1/2) of the achievement bonuses payable under Section 1.1 and Section 1.2 of this Exhibit B.

1.1 Graduation Success Rate. If, at the conclusion of any academic year during your employment as the Head Football Coach, the Team achieves a graduation success rate (GSR), calculated using the NCAA GSR methodology, which equals or exceeds the national GSR for Football Bowl Subdivision football teams, the University will pay you an amount equal to 6% of Coach's Performance Base Bonus that was in effect during that academic year.

1.2 Cumulative Grade Point Average. Before the beginning of each fall semester, the Athletic Director will establish a range for the CGPA for the upcoming academic year that will meet expectations. The CGPA of the Team is comprised of the unweighted average of the cumulative grade point averages of all members of the Team, calculated using Purdue's standard methods for all students. Following the conclusion of each spring semester, the Athletic Director will calculate the CGPA at that time. If the CGPA falls within the range which has been established as meeting expectations, Purdue will pay Coach a Bonus payment equal to 3.0% of the Performance Bonus Base. In the alternative, if the CGPA exceeds the range which has been established as meeting expectations, Purdue will pay Coach a Bonus payment equal to 6.0% of the Performance Bonus Base in effect during said academic year.

1.3 Conference Achievements. If the Team (i) wins the Big Ten regular season conference championship game, Purdue will pay Coach a Bonus payment equal to 10.0% of the Performance Bonus Base; (ii) wins its Big Ten Conference Division, including a tie, Purdue will pay Coach a Bonus payment equal to 6.0% of the Performance Bonus Base; or (iii) finishes in second place, including a tie, in its Big Ten Conference Division, Purdue will pay Coach a Bonus payment equal to 3.0% of the Performance Bonus Base.

1.4 Post-Season Bowl Games. If following the completion of regular season play in any season the Team is invited to a post-season bowl game, Purdue will pay Coach a Bonus payment equal to a percentage of his Performance Base Bonus according to the following schedule:

Post-Season Outcome	% of Performance Base Bonus
1.4.1 NCAA FBS College Football Playoff	40%
1.4.2 Rose Bowl, in years in which it is not a site for the College Football Playoff Semifinals	25%
1.4.3 Cotton, Fiesta, Orange, Peach or Sugar Bowls, in years in which those bowls are not sites for the College Football Playoff Semifinals	18%
1.4.4 Any other bowl not listed in Parts 1.4.1-1.4.5 of this Exhibit B following a season in which Team has eight (8) or more wins	12%
1.4.6 Any other bowl not listed in Parts 1.4.1-1.4.5 of this Exhibit B following a season in which Team has seven (7) wins	10%
1.4.7 Any other bowl not listed in Parts 1.4.1-1.4.5 of this Exhibit B following a season in which Team has six (6) or fewer wins	7.5%

1.5 Recruiting Class Ranking. If any incoming football recruiting class is ranked among the Top 25 recruiting classes as determined by any of 24/7 Sports Composite, Rivals.com, Scout.com, or ESPN national football recruiting class rankings within ten (10) days of National Signing Day, Purdue will pay the Coach a Bonus payment equal to 3.0% of his Performance Base Bonus.

1.6 Personal Honors. If during or following any season Coach is named Big Ten Coach of the Year by either the Big Ten Coaches or the Big Ten Media, Purdue will pay Coach a Bonus payment equal to 5.0% of the Performance Bonus Base. In addition, if during or following any season Coach is named National Coach of the Year by any of the organizations recognized in the NCAA Football Records Book, Purdue will pay Coach a Bonus payment equal to 10.0% of the Performance Bonus Base.

1.7 Timing of Bonus Payments. The achievement bonuses described in Sections 1.1 through 1.6 are earned by, and payable to, Coach when the event or calculation upon which the bonus is based can reasonably be ascertained; and, if it is more likely than not Coach has earned the bonus. Purdue will pay said achievement bonuses in a lump sum as quickly as practicable

under Purdue's payment system after the event which entitles Coach to receive the Bonus payment, and in all cases no later than forty-five (45) days after such event. Termination of employment by either party, or the failure to extend the Initial Term of this Agreement, shall not preclude the payment of the achievement bonuses earned by Coach in accordance with this Section 1 of Exhibit B.

1.8 Conditions Precedent to Award of Bonus Payments. The achievement bonuses payable under Sections 1.1 through 1.6 of this Exhibit B are not payable for any academic year in which: (i) the Football program is subject to NCAA penalties, as defined in the NCAA website, or (ii) the Football Team fails to maintain an Academic Progress Rate of 930 or greater.

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 of \$3,033,333.00 per year (in equal monthly installments of \$252,777.75 each), as the same may be increased from time to time under Section 3.3 of this Agreement. Any revenues generated by the activities described in this Section 3.0 of Exhibit B shall be received by and belong to Purdue.

3.0 Additional Perquisites

3.1 Purdue will sponsor Coach's family membership in the Club, and will pay any initiation fees, monthly dues and assessments on Coach's behalf, in return for the public relations value to Purdue of Coach's presence at the Club's various facilities and social contacts with its members and guests, at times of Coach's choosing, or as reasonably requested by Purdue from time to time.

3.2 Purdue will provide Coach with a car allowance of \$1,250.00 per month.

3.3 Subject to compliance with Purdue regulations, Coach may conduct sports camps and retain the net income (i.e. gross income less camp expenses, including facility use fee) therefrom. Subject to the Athletic Director's approval of the distribution plan, Coach may distribute the net income from the sports camps at his discretion.

3.4 Contingent on the present agreement between Purdue and NIKE, Inc. remaining in force without material amendment, Coach may order (or, in Coach's discretion, Coach's assistant coaches and support staff may order), at no charge, up to a total of \$20,000.00 (at Nike prices) per Fiscal Year of Nike merchandise from "Nike Elite."

3.5 Purdue shall provide to Coach, free of charge, (i) eight season tickets to men's football games for Coach's personal use and eight suite tickets (including food and beverage service) for each home game, plus an additional twenty-five single game tickets for each men's home football game for business use, (ii) two lower arena season tickets for Coach's personal use for men's basketball games, (iii) two lower arena season tickets for women's basketball games, (iv) two season tickets for volleyball games.

3.6 Coach's spouse and children may travel with the Team to away football games at Purdue's expense under normal Purdue travel reimbursement policies as they may be changed from time to time.

3.7 Each assistant coach and football support staff member, as defined by Coach and approved by the Athletic Director, and one guest, may travel with the Team to one regular season away game at Purdue's expense under normal Purdue travel reimbursement policies, as the same may be changed from time to time. Dependent children and one adult guest of assistant coaches and approved football support staff may travel with the Team to post-season bowl games under normal Purdue travel reimbursement policies, as they may be changed from time to time.

3.8 In order to assist Coach and his family with relocating to West Lafayette Purdue will provide an allowance of \$35,000 or the cost of commercial moving, whichever is greater, and up to 90 days of temporary lodging.

3.9 Coach will be provided with use of the Purdue plane, subject to availability, for recruiting purposes. Such availability and use are subject to Purdue, Big Ten, and NCAA Regulations.