1820–2020
INDIANA UNIVERSITY
BICENTENNIAL

OFFICE OF THE VICE PRESIDENT
AND DIRECTOR OF INTERCOLLEGIATE ATHLETICS

Tom Allen
Head Football Coach
Indiana University

[In-Person Delivery]

Tom,

The Indiana University Department of Intercollegiate Athletics is pleased to offer you a new employment contract as the Head Football Coach. If you agree to the terms of this letter, it will be incorporated into a long form Employment Agreement between you and the University with a term starting on December 1, 2019 and ending on November 30, 2026 ("Normal Expiration Date"). This offer letter shall constitute a binding agreement between you and the University when expressly signed by both parties.

Indiana University offers the following related to your employment as the Head Football Coach:

- A seven-year term running through November 30, 2026.
- Average annual compensation of $3,900,000, as more specifically set forth below.
- Annual base salary of five hundred thousand dollars ($500,000).
- A signing bonus of one million dollars ($1,000,000) paid within thirty (30) days of the execution of your Employment Agreement.
- Annual outside, marketing, and promotional income as follows:

Year 1 December 1, 2019 – November 30, 2020	$2,250,000
Year 2 December 1, 2020 – November 30, 2021	$2,800,000
Year 3 December 1, 2021 – November 30, 2022	$2,850,000
Year 4 December 1, 2022 – November 30, 2023	$2,900,000
Year 5 December 1, 2023 – November 30, 2024	$2,950,000
Year 6 December 1, 2024 – November 30, 2025	$3,000,000
Year 7 December 1, 2025 – November 30, 2026	$3,050,000

G. Frederick Glass, BA'81, JD'84 Vice President and Director of Intercollegiate Athletics
Memorial Stadium 1001 E. 17th Street Bloomington, IN 47408-1590 (812) 856-1196 fax (812) 855-0448 iuad@indiana.edu IUHoosiers.com

This income shall be for you using your best professional efforts to promote the University's football program by, including but not limited to: (i) delivering, making, and granting public appearances (as coordinated through the University), communications (e.g., articles, columns, posts, audio and video messages) and media interviews in connection with your position; (ii) providing your full and complete cooperation and participating 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 cooperation with sponsorship and product and supply agreements for the Athletic Department and the football program, including participation in contracts for apparel and footwear for student and staff use, which contracts are to be negotiated exclusively by the University.

- Deferred compensation payments of five hundred thousand dollars ($500,000) which will be paid if you are still employed as Head Coach beginning on November 30, 2021 and on each November 30 thereafter through November 30, 2026, if still employed as Head Coach on those dates. The University agrees to work together in good faith with your representatives and advisors to implement this provision.

- For any season during the term of the Agreement that the football program makes a bowl appearance, the University will add one year to the end of the term of the Agreement. For compensation purposes, the effect of automatically extending the contract term by one year will be to add an additional one hundred thousand dollars ($100,000) in Outside, Marketing, and Promotional Income compared to the previous last year of the Term. For Guarantee (termination of coach by University without cause) purposes, the effect of automatically extending the contract term by one year will be to return the Guarantee percentage (either 100% or 50%) to what that obligation was scheduled to be at the beginning of that season resulting in the bowl appearance and will then move forward in accordance with the years remaining in the Agreement. When any additional year is added, the Employee's obligation to the University upon resignation would continue to be a lump sum payment of five hundred thousand dollars ($500,000) during any added years.

- An amount of five hundred thousand dollars ($500,000) added to your assistant coach, strength coach, and operations salary pool.

- The commitment to provide David Ballou and Matt Rhea "assistant coach" term contracts.

- The potential for an annual bonus of fifty thousand dollars ($50,000) if the football team wins the Big Ten East Division.

- The potential for an additional annual bonus of one hundred fifty thousand dollars ($150,000) if the football team wins the Big Ten Conference Championship.

- The potential for an annual bonus of one hundred thousand dollars ($100,000) if the football team makes a bowl appearance that is not part of the College Football Playoff ("CFP") and the potential for an additional bonus of fifty thousand dollars ($50,000) if the football team wins the non-CFP bowl game.

- The potential for the following CFP related bonuses, which are not cumulative and the highest finish will apply:

New Year's Six Bowl Appearance	$200,000
CFP Semi-Final Appearance	$250,000
CFP Final Appearance	$350,000
CFP National Champions	$400,000

- The potential for an annual bonus of fifty thousand dollars ($50,000) if you are awarded the Big Ten Coach of the Year Award by either the Big Ten Conference Coaches (Hayes-Schembeckler) or by the Big Ten Media Voting Panel (Dave McClain), with a maximum of fifty thousand dollars ($50,000) for this category in any one season.

- The potential for an annual bonus of one hundred thousand dollars ($100,000) if you are awarded one of the following National Coach of the Year honors: Associated Press, Paul "Bear" Bryant, Sports News, Walter Camp, Maxwell Football Club, Home Depot, Bobby Dodd, Bobby Bowden, George Munger, Eddie Robinson, AFCA, or ABC/ESPN. There is a maximum of one hundred thousand dollars ($100,000) for this category in any one season.

- Indiana University's generous benefits program, including, but not limited to health, dental, life insurance, as well as retirement benefits. A summary of the benefits program can be found at http://www.indiana.edu/~uhrs/benefits/index.html.

- A cell phone stipend of $150 per month. You will be responsible for securing your own cell phone plan and for paying your monthly bill.

- An annual allowance of $10,000 for the placement of personal orders for adidas® product.

- A courtesy car to be used for your term of employment. The car is provided to you to facilitate carrying out your employment duties, but you may use it personally. The University requires that you maintain a mileage log documenting your business and personal mileage.

- Eight (8) season football tickets and at least six (6) parking passes for all home football games along with twenty-five (25) single game tickets for home football games. Eight (8) season basketball tickets and two season parking passes for men's basketball. Two season passes to all other home sporting events as well as season credentials for football and men's basketball.

- Unlimited family use of the Pfau Golf Course and Driving Range, including green fees, cart fees, and range balls.

- Meals provided at the athletic dining facility.

- Sole ownership of youth camps you choose to operate, including retention of all net proceeds generated by those camps. You will have the opportunity to rent University athletics facilities in connection with camps after receiving prior written approval from me or my designee.

Among other terms, your Employment Agreement will include the following:

- You shall be prohibited from receiving any benefits or compensation other than as described above from any other source without the prior written consent of the University, which consent shall not be unreasonably withheld.

- If you resign your employment or if your employment is terminated by the University for Cause, the University shall not be liable for any compensation or benefits after the date of resignation or termination (and "Cause" will be defined consistent with the past practices of the University and as provided in your Employment Agreement).

- Guarantee: If your employment is terminated by the University without Cause, the University will pay you as follows: If terminated December 1, 2019 through November 30, 2022 – 100% of remaining Base, Outside, Marketing, and Promotional Income, and Deferred Compensation through the Normal Expiration Date, and if terminated December 1, 2022 through November 30, 2026 – 50% of remaining Base, Outside Marketing, and Promotional Income and Deferred Compensation through the Normal Expiration Date. Such payments would be made in equal monthly installments with appropriate withholding and deductions for taxes from the date of termination through the Normal Expiration Date. You will have the responsibility to mitigate the University's payment, with the University's payment to you set off as defined in your current Employment Agreement dated January 8, 2017.

- If you resign from your employment prior to the end of the Employment Agreement, you will pay the University as liquidated damages the following: If resignation occurs prior to November 30, 2021 – a lump sum equivalent to 100% of remaining Base, Outside, Marketing, and Promotional Income, and Deferred Compensation through the Normal Expiration Date, if resignation occurs from December 1, 2021 through November 30, 2022 – a lump sum equivalent to 50% of remaining Base, Outside Marketing, and Promotional Income, and Deferred Compensation through the Normal Expiration Date, if resignation occurs from December 1, 2022 through November 30, 2024, a lump sum payment of $1,000,000, and if resignation occurs December 1, 2024 through November 30, 2026, a lump sum payment of $500,000.

If you would accept this letter, we would work together in good faith promptly to come to formalize these terms into a comprehensive employment agreement reflecting these and other relevant terms. This offer is contingent on your execution of a full employment agreement.

Sincerely,

G. Frederick Glass
Vice President and Director of Intercollegiate Athletics

Accepted by:

Tom Allen 12/6/19

Tom Allen Date