

ELIAH DRINKWITZ – UNIVERSITY OF MISSOURI (TERMS SHEET)

HEAD FOOTBALL COACH

Term

- Six (6) seasons
- Effective December 10, 2019 through January 15, 2026
- January 16 – January 15 shall be deemed a “Contract Year”, with the exception of the first Contract Year which shall commence on December 10, 2019 and continue through January 15, 2021

Annual Compensation*

YR1 – \$4,000,000 (annualized on pro-rata basis)	YR4 – \$4,000,000
YR2 – \$4,000,000	YR5 – \$4,000,000
YR3 – \$4,000,000	YR6 – \$4,000,000

*Base Salary amount shall be equal to \$450,000 per Contract Year

If during the first two seasons, Coach wins eight (8) games or wins any post-season bowl game, the Term shall automatically be extended by one (1) additional contract year and the Annual Compensation shall be increased by \$100,000 for every contract year remaining in the Term

Guarantee (University Terminates Without Cause) – Coach shall be entitled to 70% of the total remaining Annual Compensation due through the otherwise unexpired Term of the Agreement following such termination; moreover, (i) 50% of such amount shall be payable to Coach within thirty (30) days following termination (University shall have no right to offset against such amount any compensation Coach earns from future employment); and (ii) the remaining 50% shall be due to Coach in equal monthly installments through the otherwise unexpired Term and Coach shall have an affirmative obligation to seek comparable football-related employment, with any compensation received by Coach from such comparable football-related employment during the otherwise unexpired Term reducing on a dollar-for-dollar basis the University’s payment obligation; University shall agree that a reassignment of Coach’s duties under this contract will constitute a University termination without cause.

Buyout (Coach Terminates Without Cause) – 50% of such amount (as listed below) shall be payable to the University within 30 days of termination, with the remaining 50% due one year later; only applicable for Coach’s acceptance of football coaching-related employment

- Termination prior to the end of Contract Year 1 – \$6,000,000; or
- Termination prior to the end of Contract Year 2 – \$4,000,000; or
- Termination prior to the end of Contract Year 3 – \$3,000,000; or
- Termination prior to the end of Contract Year 4 – \$2,000,000; or
- Termination prior to the end of Contract Year 5 – \$1,000,000; or
- Termination prior to the end of Contract Year 6 – \$0

Perquisites

- Standard University benefits package
- Use of two (2) courtesy automobiles
- Use of private stadium box or suite (including premium parking passes) for all home football contests
- Minimum of twelve (12) priority-level tickets for each home football contest; and up to twelve (12) priority-level tickets to each away game football contest
- Minimum of eighteen (18) priority-level tickets for any post-season game in which the team participates
- Minimum of four (4) priority-level tickets for men’s basketball home contests and premium-access to all other sports home contests
- Use of private club/golf club membership
- Spouse/immediate family shall be permitted to travel to away and post-season contests on the team charter plane
- University shall provide Coach with access to temporary housing if needed for up to 6 months at no cost

- University shall pay up to 5% of Coach's Base Salary to cover moving expenses, subject to normal University policies; In addition, Coach shall also be entitled to a \$25,000 lump sum payment to cover any ancillary moving expenses, such payment to be made within thirty (30) days. In the event Coach terminates his employment with the University within one year of the effective date of Coach's employment, Coach shall be obligated to reimburse the University the gross amount of any such amounts as listed herein.

Assistant Coaches & Support Staff – Such amounts subject to annual increases pending conference/national trends

- Minimum allotment of \$5,200,000 annually for ten (10) full-time assistant coaches
- Minimum allotment of \$1,200,000 annually for other football specific staff members to include executive assistants, analysts, and a director of operations
- In addition to the above, Coach shall be provided an annual allotment for football strength staff. Support is provided by the Athletics Department in the areas of sports medicine, equipment operations, nutrition and media relations. The University agrees that such allotment and support in these areas will be generally commensurate with the levels of support provided by conference peer institutions.

Annual Incentives – Such amounts shall be due and payable within 30 days of such achievement(s); incentives are earned as long as Coach is serving as Head Coach on the date upon which any bonus incentive is achieved

Conference Championship Game (\$150,000 max)

- Conference Championship Game Appearance - \$100,000; or
- Conference Championship Game Win - \$150,000

Post-Season Bowls (\$500,000 max)

- Non-SEC Group of 6 Bowl Appearance - \$50,000; or
- Citrus or SEC Group of 6 Bowl Appearance - \$100,000; or
- New Years' Six Bowl Appearance - \$150,000; or
- CFP Semifinal Game Appearance - \$250,000; or
- CFP National Championship Game Appearance - \$300,000; or
- CFP National Championship Game Win - \$500,000

Coach of the Year (\$75,000 max)

- Conference Coach of the Year - \$25,000; and
- National Coach of the Year - \$50,000
(Eddie Robinson, Walter Camp, Bobby Dodd, Bear Bryant, AP, AFCA, Home Depot, Sporting News, or Maxwell (George Munger))

Poll Rankings (\$25,000 max)

- Top 25 Final Ranking - \$25,000

Regular and Post-Season Wins (\$75,000 max)

- Each win beginning with the 10th win (max of 12 wins) - \$25,000

Academic/Social (\$25,000 max)

- Aspirational Academic - \$25,000

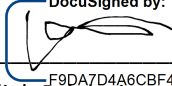
Other terms/conditions, subject to further determination, shall include but not be limited to –


- University shall cover the payment of any liquidated damages (pursuant to Article 7.3.1 of Coach's Employment Agreement with Appalachian State University) resulting from the voluntary termination of Coach's current employment agreement, as well as any moving expense repayment obligation incurred by Coach pursuant to Article 3.10 of such Employment Agreement, and shall make Coach whole in the event Coach incurs any costs or expenses associated with such payment, including any income tax liability incurred by Coach
- Coach shall be employed as Head Football Coach and shall report directly to the Athletics Director ("AD"), and shall have the authority (subject to the final approval of the AD) to employ, manage, discipline, and terminate all

assistant coaches and other direct reports within the football department, subject to departmental guidelines and budgetary limitations

- Coach shall have the limited authorization to engage in marketing/endorsement/appearance/speaking activities so long as such activities do not conflict with existing departmental marketing/endorsement rights-holders
- Coach shall be obligated to provide notice to AD prior to engaging in substantive negotiations for future employment during the term of the agreement
- Coach’s duties shall be commensurate with generally accepted industry standards with those of similarly positioned head football coaches at NCAA Division I institutions
- University shall acknowledge that Coach’s primary responsibility is in coaching the team (to include, but not be limited to, recruiting players, managing Coach’s staff, practicing the team, instructing members of the team, game-planning, etc.), and any requests for additional services from Coach shall be reasonable in scope, limited, and subject to Coach’s primary responsibility
- University shall address and accommodate any applicable taxation-related matters including, but not limited to, IRC Section 409A and 457(f) other than ordinary income taxes on withdrawals
- Guidelines applicable to for cause terminations shall be commensurate with generally accepted industry standards
- The University shall acknowledges and agree that it does not intend for Coach’s employment to be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of an applicable rule, regulation, or policy
- This term sheet sets forth certain terms and conditions of a proposed employment agreement between The Curators of the University of Missouri and Eliah Drinkwitz and the parties intend to enter into a formal employment agreement consistent with terms herein. There will be no legally binding commitments between the parties until this term sheet is approved by the University President and its Board of Curators, and completion of a successful background check.
- The parties acknowledge and agree that this Terms Sheet may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

By their signatures below, the parties acknowledge and agree to the terms and conditions contained herein:

DocuSigned by:

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 Eliah Drinkwitz
 Head Football Coach

DocuSigned by:

 6B6C8B8FD94B4F1...
 Jim Stefk
 Director of Athletics, University of Missouri

12/8/2019

 Date

12/8/2019

 Date