

SECOND AMENDMENT TO INDIANA UNIVERSITY EMPLOYMENT AGREEMENT

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

The parties agree as follows:

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

3.01 Term of Employment

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

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

4.01 Base Salary

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

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

4.03 Deferred Compensation

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

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

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

4.05 Outside, Marketing and Promotional Income

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signatures Follow)

University"

G. Frederick Glass

G. Frederick Glass
Vice President & Director of
Intercollegiate Athletics

Dated: 1/13/2016

Michael A. McRobbie

Michael A. McRobbie
President

Dated: 1/26/2016

Donald Lukes

Donald Lukes
Treasurer

SMH

Dated: 1/21/2016

"Employee"

Kevin Wilson

Kevin Wilson

Dated: 1/11/2016