

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND NATHAN YESKIE

Position: Assistant Baseball Coach at LSU
Reporting: Coach shall report directly to Jay Johnson, Head Coach
Term: Effective no later than July 7, 2023 and ending June 30, 2026

Compensation:

- Base Salary (annual rate; pro-rated for partial years):
 - Effective no later than July 7, 2023 through June 30, 2026 \$400,000

Incentives:

- Post-Season Incentive Compensation as identified below (maximum of \$120,000 per contract year):
 - SEC Regular Season Champions \$25,000 OR
 - SEC Tournament Champions \$25,000 OR
 - Maximum compensation for both championships \$40,000

 - NCAA Selection \$15,000 AND
 - Advance to Super Regionals \$20,000 AND
 - Advance to College World Series (CWS) \$10,000 AND
 - Advance to CWS Championship Series \$15,000 AND
 - NCAA Champions \$20,000
- Other Special Incentives (paid by LSU):
 - Coach shall receive vehicle allowance in the amount of \$800 per month.
 - A relocation incentive of \$25,000 and up to fourteen (14) consecutive days of temporary housing, as needed, to be used for relocation expenses. Per university policy, the Relocation Incentive stipulates that part or all of the advance payment will be returned if Coach does not continue employment with the University for at least two (2) full years. In accordance with Internal Revenue Service regulations, all relocation benefits are taxable compensation subject to withholding and other appropriate deductions.
 - LSU acknowledges that a necessary element of Coach accepting employment with LSU is LSU's commitment to pay up to \$400,000 of the expense Coach will incur as a result of terminating employment with his current employer and commencing employment with LSU. LSU has authorized the reimbursement of Coach for this expense under its accountable plan (as described in Section 1.62-2 of the Treasury regulations) and, if it qualifies, will pay such sum directly to Coach's former employer. If required by the Internal Revenue Service or deemed necessary by Coach or LSU, LSU will report these funds to the Internal Revenue Service as a reimbursement to Coach. In the event LSU's payment to Coach's former employer is determined to be taxable compensation attributable to Coach, then LSU shall also pay Coach additional one-time supplemental compensation equal to 35 percent of the amount paid under this provision or the increased tax burden resulting from the supplemental compensation, whichever is less. If required by the Internal Revenue Service or deemed necessary by Coach or LSU, LSU will report these funds to the Internal Revenue Service as a reimbursement to Coach.

Termination without Cause by University: If LSU terminates the employment of Coach without Cause, LSU will pay ninety percent (90%) of the remaining Base Salary and Supplemental Compensation which would have

been payable to Coach over the remaining Term with partial years and months pro-rated. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Coach shall have duty to mitigate and use best efforts to obtain employment in another coaching or professional position with compensation at market value. For the purposes of this section, "compensation at market value" means compensation consistent with that of a person holding the same or similar position at a peer institution, firm, or company.

Coach shall not attempt to allow third parties to take advantage of this section as a means of avoiding paying the market value of Coach's services. In event Coach breaches these obligations, LSU will have the right to (i) be completely relieved of any obligation to make any remaining payments owed to Coach or (ii) adjust payments to reflect the market value for Coach's employment or services.

Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

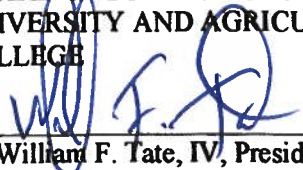
Termination by Coach: If Coach terminates the employment at any time, Coach will pay to LSU as liquidated damages an amount as follows, payable either in a lump sum or in equal installments over the remaining Term:

- One hundred percent (100%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts employment in a non-head coaching position with another SEC baseball program; or
- Fifty percent (50%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts employment in a non-head coaching position in college baseball or in a Major League Baseball (MLB) pitching coach position other than as described above or terminates employment for any other reason;
- Except, however, no liquidated damages will be owed if Coach accepts any collegiate head coaching or MLB head coaching position; terminates the Agreement after the conclusion of the final season (including championship game, if applicable) covered by the Term; or if Coach terminates within ninety (90) days of Jay Johnson's last day of employment with LSU as Head Coach.

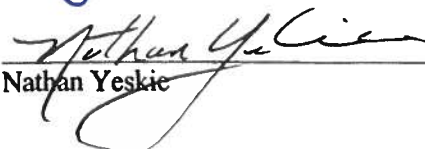
Miscellaneous: THIS AGREEMENT IS CONTINGENT UPON A SATISFACTORY BACKGROUND CHECK AND APPROVAL BY THE LSU BOARD OF SUPERVISORS. The Term shall not be valid or enforceable and Coach's employment shall be "at-will" until both of these conditions are satisfied. Coach acknowledges that failure to disclose any and all criminal or civil matters from the past five years to LSU prior to signing this Agreement, including those currently pending but excluding non-felony traffic infractions, will serve as a basis to terminate employment for cause. The Agreement shall be enforced and construed in accordance with the laws of Louisiana. Any civil action to enforce this Agreement shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties that is domiciled in East Baton Rouge Parish, Louisiana. The parties intend to negotiate diligently and in good faith and to prepare and execute a formal long-form contract that more fully states the terms of their agreement, which, once executed, will supersede the terms of this Term Sheet, but unless and until that occurs, this Term Sheet remains in full force and effect.

BOARD OF SUPERVISORS OF LOUISIANA STATE
UNIVERSITY AND AGRICULTURAL AND MECHANICAL
COLLEGE

By:

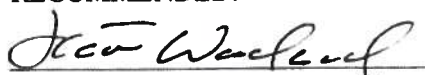

William F. Tate, IV, President

9-17-23
Date


Nathan Yeskie

6/30/23
Date

RECOMMENDED:


Scott Woodward, Director of Athletics