

TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND MICHAEL DENBROCK

Position: Offensive Coordinator at LSU

Reporting: Coach shall report directly to Brian Kelly, Head Coach

Term: Effective January 1, 2022 and ending January 15, 2025.

Compensation:

- Base Salary (annual rate; pro-rated for partial years): \$400,000
- Supplemental Compensation (annual rate, pro-rated for partial years):
 - January 1, 2022 through January 15, 2023 \$900,000
 - January 16, 2023 through January 15, 2024 \$1,000,000
 - January 16, 2024 through January 15, 2025 \$1,100,000

Incentives:

- Southeastern Conference
 - Participation in SEC Championship Game \$15,000 OR
 - Win SEC Championship Game \$25,000
- Bowl Participant \$15,000 OR
- New Year's 6 Bowl Participant \$25,000 OR
- College Football Playoff ("CFP")
 - CFP Semifinal Game Participant \$50,000 OR
 - CFP Final Game Participant \$75,000 OR
 - National Champion \$100,000
 - If the CFP format is expanded to include additional teams, the parties will mutually agree on additional incentive compensation for participation therein, and/or CFP victories (to the extent not already contemplated by the then-existing bonus structure).
- Other Special Incentives (paid by LSU):
 - Coach shall receive a courtesy vehicle, if available, or vehicle allowance in the amount of \$800 per month.
 - A relocation incentive of \$25,000 and up to sixty (60) 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 shall either directly pay or reimburse Coach \$25,000 for liquidated damages payable to Coach's former employer as the result of the voluntary termination of Coach's current employment. LSU shall include in the amount payable any additional amount sufficient to make Coach whole to the extent of any and all tax liability that may accrue to Coach, if any, as a result of such payments to Coach's former employer or reimbursements to Coach.

Termination without Cause by University: If LSU terminates the employment of Coach without Cause, LSU will pay ninety percent (90%) of 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. Mitigation shall be calculated as follows:

- If new employment is via contract, LSU shall reduce future payments by the greater of:
 - The average annual compensation of Coach's new employment agreement (regardless of term) or
 - The specific annual compensation due for given year corresponding to this Agreement.
- If new employment is not via contract (i.e., at-will), LSU will reduce future payments by the specific annual compensation due for given year corresponding to this Agreement.

In the event Brian Kelly ceases to hold the position as Head Coach for any reason, LSU shall have the option, in its sole discretion, to terminate this Agreement effective six (6) months after the last date on which Brian Kelly holds the position as Head Coach, or on such earlier date as is mutually agreed between Coach and LSU, and LSU shall not thereafter be liable to Coach for any sums or damages other than any compensation earned pursuant to this Agreement prior to such termination date.

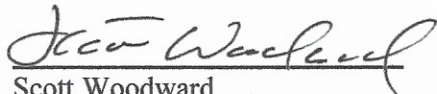
Termination for Cause by University: If LSU terminates the employment of Coach for cause, LSU shall have no obligation to Coach to pay any further amounts beyond the end of the month in which Coach is terminated.

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:

- 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 or play-calling position with another SEC football program or Division I-A program within 500 miles of LSU; or
- Twenty-five percent (25%) of all remaining Base Salary and Supplemental Compensation which would have been payable to Coach for the remaining term if Coach accepts employment as a non-head coaching or play-calling 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 position or position in the NFL; 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 Brian Kelly'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.

ACCEPTED AND AGREED:


Scott Woodward
On behalf of Louisiana State University


Michael Denbrock

1-1-22
Date

1-1-22
Date