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ATHLETIC DIRECTOR'S OFFICE
INTEGRITY • TRUST • RESPECT • TEAMWORK • LOYALTY

March 29, 2019

SENT VIA EMAIL

RE: Memorandum of Understanding – Offer to become Nebraska Men’s Head Basketball

Dear Coach Hoiberg:

I am pleased to offer you the position of Head Coach of the Men’s Basketball Program (the “Program”) at the University of Nebraska-Lincoln (the “University”), with a start date of April 2, 2019. This offer is contingent upon an acceptable background check which will be initiated prior to your start date. You agree to approve and execute the needed and related documents or authorizations to complete this review.

This Memorandum of Understanding (“MOU”), which presents the material terms of the offer, will be incorporated into a formal employment contract (the “Contract”) with the Board of Regents of the University of Nebraska on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln (“Athletics”), for execution at the earliest possible date. The purpose of this letter is to describe our mutual understanding and agreement regarding the key terms of your employment with the University.

In consideration of your acceptance of employment, the University agrees:

1. Your contract for employment will begin on April 2, 2019, and will have an initial term of 7 years with an end date of the later of: (i) March 31, 2026, or (ii) the final game of the Program’s 2025-26 season (the “Term”).
2. For performance of your coaching duties, during the Term the University will pay you an annual salary (the “Base Salary”) of:
 - Year 1 \$2,500,000
 - Year 2 \$3,000,000
 - Year 3 \$3,500,000
 - Year 4 \$3,500,000
 - Year 5 \$3,500,000
 - Year 6 \$3,500,000
 - Year 7 \$3,500,000
3. The University will pay or cause to be paid to you a retention bonus in the following amounts (each a “Stay Bonus”, collectively, the “Stay Bonuses”), subject to the condition you remain employed as Head Men’s Basketball Coach on the Stay Dates (defined below), within forty-five (45) days after the Vesting Date (the “Payment Date”):
 - a. If you continue to be employed until July 1, 2020 (“Stay Date”), a payment in the

- sum of \$1,000,000 shall be made to you (less required withholding) by the Payment Date;
- b. If you continue to be employed until March 31, 2024 ("Stay Date"), a payment in the sum of \$500,000 shall be made to you (less required withholding) by the Payment Date; and
 - c. If you continue to be employed until March 31, 2025 ("Stay Date"), an additional amount of \$500,000 shall be made to you (less required withholding) by the Payment Date.
4. The University will provide you with benefits consistent with the benefits of employment received by other members of the academic-administrative staff.
 5. You will have an opportunity to meet annually with the Director of Intercollegiate Athletics, or his or her designee, to determine a mutually agreeable annual Program budget.
 6. In accordance with federal and state law and regulations, as well as the policies established by the University and Athletics, the University will reimburse you for you and your immediate family's reasonable and necessary moving expenses to relocate to the Lincoln, Nebraska area.
 7. The University shall provide you and your coaching staff with use of University laptop computers to perform your coaching duties.
 8. The University agrees to pay for your National Association of Basketball Coaches dues each year during the Term that you are employed as the Head Coach for the Program.
 9. In the event you appear as the Head Coach for the Program for the below games, you will be paid an exceptional performance bonus in the below amounts (the "Bonuses") on a date to be determined by the University but in no case later than the last day of May following the relevant post-season event.
 - a. For winning the Big Ten Conference and/or the Big Ten Conference Tournament Championship, \$100,000.
 - b. For appearances in the NCAA Tournament: \$150,000; plus the greater of:
 - i. \$30,000, if the Program advances to the round of 32 in the NCAA Tournament; or
 - ii. \$40,000, if the Program advances to the round of 16 in the NCAA Tournament, or
 - iii. \$55,000, if the Program advances to the round of 8 in the NCAA Tournament; or
 - iv. \$75,000, if the Program advances to the Final Four in the NCAA Tournament, or
 - v. \$300,000, if the Program wins the National Championship Game.
 10. The University will pay for up to twenty (20) hours of private non-commercial flight time each year during the Term for personal travel, which will be reported as income to you at its fair market value, subject to applicable withholding of state and federal taxes as required by law.
 11. You will be provided up to ten (10) complimentary men's basketball season tickets and six (6) complimentary football season tickets for personal use, which will be reported as income to you at its fair market value, subject to applicable withholding of state and federal taxes as required by law. Subject to availability, all seats shall be lower level seats at a location mutually agreeable to the parties.
 12. The University agrees to pay for the travel expenses for your immediate family (e.g., wife and dependent children) to travel with the team to attend a minimum of eight (8) regular season

away games (as selected by you) during the Term, as well as all post-season tournament games. In the event your family's travel with the team would result in an unreasonable expense to the University, the University will arrange and pay for your family to travel in a manner mutually agreeable to the parties. Except in instances where the presence of spouses is expected in order to represent Athletics or the University, your family's travel will be reported as income to you at its fair market value, subject to applicable withholding of state and federal taxes as required by law.

13. The University agrees to pay for your travel expenses to attend the men's basketball NCAA Tournament Final Four and to provide you with two (2) complimentary tickets to the NCAA Men's Basketball Final Four games during the Term.
14. If the University terminates your employment for reasons other than for cause or re-assigns you to another position without your prior written consent, then the University will pay you liquidated damages to be calculated as follows: your Base Salary per year or portion of a year through the end of the Term plus all Stay Bonuses as if the Contract had been performed and not terminated, less the amount you receive during the Term from other employment, as described in paragraph 6 of your obligations below. The University shall choose to pay you either: (i) monthly for the remainder of the original Term or (ii) as a lump sum payment within ninety (90) days of the effective date of termination computed by taking the present value of the combined total Base Salary and Stay Bonuses owed over the original remainder of the Term as of the effective date of termination, with such present value to be computed for the payment differential over the Term at a discount rate equal to the 3-year Treasury Constant Maturity Rate. The University will also pay you any earned but unpaid Bonuses, which shall be paid no later than the last day of May following the relevant post-season event.
15. You are authorized a salary pool of \$1,000,000 to employ 3 assistant coaches. These coaches will have 2-year contracts with guaranteed liquidated damages payments equal to their remaining salary (less their salary for any new employment) if their employment is terminated without cause. Assistant coaches will be expected to mitigate damages by seeking other employment following termination.
16. Assistant coaches will be entitled to bonuses based on their appearance at the following:
 - a. B1G champ -- 15% of salary (regular or post season), plus the greatest of
 - i. NCAA bid -- 10% of salary
 - ii. Sweet 16 appearance -- 15% of salary
 - iii. Final Four appearance -- 20% of salary
 - iv. National Champion -- 25% of salary

In consideration of the offer of employment and its associated terms, you agree:

1. You will faithfully and conscientiously perform the duties of Head Men's Basketball Coach, including performing duties and obeying lawful orders as shall from time-to-time be reasonably assigned to Coach by the Director of Intercollegiate Athletics or such other University authorized officials for the benefit of the University, Athletics and their respective missions and programs.
2. You will obtain approval from the Director of Intercollegiate Athletics and the Chancellor prior to agreeing to any engagement in any activity outside the University for which you will receive any form of remuneration as a consequence of your position as Head Men's Basketball Coach; provided, however, the University shall permit you to conduct athletic camps with University support and in University facilities in accordance with University and Athletics policies. The

University agrees to review the current camp policy in good faith to determine any possible revisions that may benefit all coaches use of the facilities for camp purposes.

3. You will not engage in any activity which is inconsistent with the University's multi-media rights agreement provided the University has provided you with a copy of such agreement and advance notice of your obligations thereto.
4. You will perform your duties in strict compliance with state and federal law and NCAA, Conference and University rules and regulations, understanding that if you are found to be in violation of any NCAA rule or regulation or state or federal law for acts occurring during your employment with the University that you may be subject to disciplinary or corrective action by the University, including possible suspension without pay or termination of employment, subject to University, Athletics, and state and federal laws regarding notice, due process, and appeals.
5. You will file a personal financial statement with the Director of Intercollegiate Athletics annually which discloses all of your athletically related income from sources both within and outside of the University.
6. In the event you would resign for another NCAA Division I head coach opportunity, you agree to pay liquidated damages to the University in the amount set forth below based on the contract year during which you resign:
 - Year 1 \$11,500,000
 - Year 2 \$10,250,000
 - Year 3 \$8,750,000
 - Year 4 \$7,000,000
 - Year 5 \$5,250,000
 - Year 6 \$0
 - Year 7 \$0

In the event you would resign (i) for a basketball coaching opportunity other than a NCAA Division I head coach opportunity or (ii) an executive employment opportunity related to basketball, you agree to pay liquidated damages to the University in the amount set forth below based on the contract year during which you resign:

- Year 1 \$2,500,000
- Year 2 \$2,000,000
- Year 3 \$1,500,000
- Year 4 \$500,000
- Year 5 \$250,000
- Year 6 \$0
- Year 7 \$0

7. In the event the University would terminate your employment for reasons other than cause, you agree to mitigate any liquidated damages the University may be obligated to pay.

The parties agree that good faith efforts will be made to mutually conclude full execution of the Contract within ten (10) business days of your start date. Unless or until a long-form employment agreement is entered into by the parties, this MOU shall be binding upon and inure to the benefit of the parties.

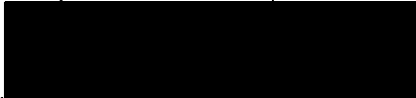
Please email a copy of this signed letter to me for the University's records. Your acceptance of this offer and its approval by University administration will constitute a binding agreement between you and the University, and electronic counterpart signatures to this MOU shall be acceptable and binding.

Sincerely,



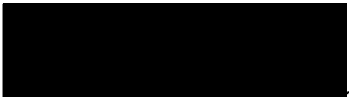
William H. Moos
Director of Athletics

Accepted on this 29th day of March, 2019.

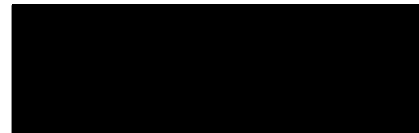


Fred Hoiberg

APPROVED BY:



Ronald D. (Ronnie) Green
Chancellor



Hank M. Bounds
President