

March 19, 2024

SENT VIA EMAIL

Re: Extension of employment agreement

Dear Coach Hoiberg:

I am pleased to offer you an extension of your employment contract as the Head Coach of the Men's Basketball Program (the "Program") at the University of Nebraska-Lincoln (the "University"). This offer is contingent upon your acceptance of the terms described in this letter.

This letter presents the material terms of the offer and its terms will be elaborated upon and incorporated in a formal amended and restated employment contract (the "Agreement") 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 continued employment with the University. The Agreement will replace the previous contract of employment between you and the University dated as of May 20, 2019 which was subsequently amended by an Addendum entered into on or around June 9, 2020, and a Second Addendum with an effective date of February 22, 2022 (collectively, the "Current Agreement").

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

- 1. As of the date of the full execution of this letter agreement ("Effective Date"), you will continue to serve as the Head Coach of the Men's Basketball Program until the later of March 31, 2029 or the Program's last game of the 2028-2029 basketball season unless terminated earlier by either party pursuant to the terms of the Agreement (the "Term").
- 2. The University will pay the below Base Salary, less all required and authorized deductions, in twelve equal, monthly installments in accordance with the University's policies governing salary payments to members of its all-year academic-administrative staff.

Contract Year	Base Salary	
Effective Date through March 31, 2024	\$3,500,000	
April 1, 2024 through March 31, 2025	\$4,250,000	
April 1, 2025 through March 31, 2026	\$4,350,000	
April 1, 2026 through March 31, 2027	\$4,450,000	
April 1, 2027 through March 31, 2028	\$4,550,000	
April 1, 2028 through March 31, 2029	\$4,650,000	

The parties agree that, if the Term ends prior to March 31, 2029 because the Program's last game of the 2028-2029 basketball season is prior to March 31, 2029, the University shall nonetheless pay the full Base Salary above for the April 1, 2028 through March 31, 2029 Contract Year as if the Term ended March 31, 2029.

- 3. The University shall pay or cause to be paid to you a retention bonus (each a "Stay Bonus", collectively the "Stay Bonuses"), subject to the conditions already described in the Current Agreement and Retention Bonus Agreement. The parties agree to amend the Current Agreement and Retention Bonus Agreement by eliminating the March 31, 2025 Stay Bonus and replacing it with the below:
 - a. If you continue to be employed until March 31, 2024 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) shall be made to you (less required withholding) by May 15, 2024 ("Payment Date").
 - b. If you continue to be employed until March 31, 2027 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) shall be made to you (less required withholding) by May 15, 2027 ("Payment Date").
- 4. You will continue to remain eligible to receive bonuses if the Program meets certain levels of athletic achievement while performing as the Head Coach. The University will pay you exceptional performance bonuses in the following amounts:
 - a. For the Big Ten Conference or the Big Ten Conference Tournament Championship, either:
 - Win the Big Ten Conference Regular Season Championship: \$100,000, or
 - Win the Big Ten Conference Tournament: \$100,000.
 - b. For appearances in the NCAA Tournament: \$150,000; plus the greater of:
 - \$30,000, if the Program advances to the round of 32 in the NCAA Tournament;
 or
 - \$40,000, if the Program advances to the round of 16 in the NCAA Tournament;
 or
 - \$55,000, if the Program advances to the round of 8 in the NCAA Tournament; or
 - \$75,000, if the Program advances to the Final Four in the NCAA Tournament;
 or
 - \$300,000, if the Program wins the National Championship Game.

The parties agree that references to Big Ten shall be automatically amended to whatever conference or league that University participates in for men's basketball at any point during the Term.

5. Beginning April 1, 2024, and for each April 1 through March 31 period during the Term thereafter, you will be provided by the University or the University shall arrange for, up to thirty (30) hours of private non-commercial flight time for your personal use and the use of your immediate family. You will also receive the additional fringe benefits as described in your Current Agreement, including but not limited to, Section 21 ("Immediate Family Travel

Supplement"), Section 22 ("Season Tickets Supplement"), Section 23 ("NCAA Final Four"), and Section 24 ("NABC Dues"). As applicable, such fringe benefits shall be reported as income to you at their fair market value, subject to applicable withholding of state and federal taxes as required by law and the rules and regulations of the Internal Revenue Service.

- You will be eligible to utilize private non-commercial flight time for business purposes for the Program consistent with University policy.
- 7. You shall have authority, consistent with University personnel policies and procedures and National Collegiate Athletic Association (NCAA) regulations, and subject to approval by the Director of Intercollegiate Athletics (such approval not to be unreasonably withheld, delayed, or conditioned), to hire and discharge assistant coaches and any other employees under your direct supervision. You will be provided an annual base salary budget of up to \$1,170,000 for the purpose of hiring three (3) assistant coaches. The length of the term of any employment agreement with such coaches shall not exceed two (2) years and their contracts shall provide for guaranteed liquidated damages payments to be paid by the University which, unless otherwise approved by you, shall be equal to their remaining salary if their employment is terminated without cause, however, they will be required to mitigate damages by seeking other substantially comparable employment following termination. These assistant coaches shall be eligible for at least the same bonus compensation structure as provided for in your Current Agreement.
- 8. If the University exercises its right to terminate your employment for reasons other than "Adequate Cause" (as defined in your Current Agreement) or re-assigns you to another position without your prior written consent (all as previously outlined in your Current Agreement), the University will pay you "Post-termination Payments" (defined below) for the number of months, including a prorated share based on days within partial months, remaining in the Term at the time of termination as if this Agreement had not been terminated, effective as of the date of termination (such period of time to be referred to herein as the "Post- termination Payment Period"). Post-termination Payments are defined as and will include your Base Salary outlined above for the entire Post-termination Payment Period plus any Stay Bonuses that have not yet been realized plus any earned but unpaid incentive bonuses in substantially equal monthly installments and subject to all applicable withholdings. Such amount shall be paid in equal monthly installments and shall be made in accordance with your Form W-2 currently on file with the University and subject to your obligation to mitigate the Post-termination Payments as outlined in Section 13(c) of your Current Agreement with respect to Basketball Employment during the Post-termination Payment Period. Based on the University's agreement to pay these Post-termination Payments, you will agree to waive and release the University, as well as all of its Regents, administrators, faculty, staff, employees, representatives, and agents from any and all claims or causes of action of any kind, whether known or unknown, arising out of or related to University's termination of your employment for reasons other than "Adequate Cause" or the University's reassignment of you to another position without your prior written consent, including without limitation any claims for any income or other benefits tied to your employment. These Post-termination Payments comprise the total amount of compensation owed by the University to the Coach and encompass all other forms of compensation that may

be due to the Coach under the terms of this Agreement or University policy including without limitation any accrued, but unused, vacation or floating holidays.

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

1. In the event you resign during the Term to accept Basketball Employment (as defined in section 9(b) of your Current Agreement), you agree that the damages incurred by the University would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in the University's favor against you as a result of such resignation shall be strictly and solely limited to an amount of liquidated damages as explained herein. If you resign as described above during the Term, you or your designee shall pay liquidated damages to the University as follows, which shall be prorated according to the number of days remaining in any partial Contract Year of the Term, within sixty calendar days following the effective date of your resignation. In electing to resign prior to the completion of the Term, you forfeit any right to further compensation from the University following your effective date of resignation, including any unearned exceptional performance bonus or any accrued, but unused, vacation or floating holidays. For the avoidance of doubt, the liquidated damages set forth herein shall not apply in the event that you resign for any type of employment that is not Basketball Employment during the Term.

Date University is Informed of Coach's	Amount Owed
Resignation	
Effective Date through March 31, 2025	\$10,000,000
April 1, 2025 through March 31, 2026	\$7,500,000
April 1, 2026 through March 31, 2027	\$5,000,000
April 1, 2027 through March 31, 2028	\$2,500,000
April 1, 2028 through March 31, 2029	\$0

2. Information regarding, related to, or part of this letter is a public record as provided by the Nebraska public records statutes (Neb. Rev. Stat. §§ 84-712 to 84-712.09) and shall be made available by the University to the public for examination in accordance with the University's interpretation and application of Nebraska law. You consent to the public disclosure of this letter and the Agreement at the University's discretion and, if requested, you will cooperate with the University in the production of records responsive to a request.

The parties agree that good faith efforts will be made to mutually conclude full execution of an amended and restated Agreement based on matching your Current Agreement with the University's current long-form agreement terms (subject to negotiation) within thirty (30) days of your start date. Unless or until an Agreement is entered into by the parties, this letter shall be binding upon and inure to the benefit of the parties.

If you accept the terms of this offer, please sign below where indicated. 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 letter shall be acceptable and binding.

Sincerely,

Dennis Leblanc Interim Athletic Director

Accepted By:

03/19/2024 | 13:55 CDT

Fred Hoiberg

Date

Approved By:

03/19/2024 | 15:26 CDT

Chris Kabourek Interim President

Date

FIRST ADDENDUM TO RETENTION BONUS AGREEMENT HEAD BASKETBALL COACH DEPARTMENT OF INTERCOLLEGIATE ATHLETICS UNIVERSITY OF NEBRASKA-LINCOLN

THIS FIRST ADDENDUM TO RETENTION BONUS AGREEMENT (this "First Addendum") is made effective as of February 22, 2022 (the "Effective Date"), by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate ("University"), for and on behalf of the Department of Intercollegiate Athletics of the University of Nebraska-Lincoln ("Athletics") and FRED HOIBERG ("Coach" or "Coach Hoiberg"). The University and Coach may sometimes be referred to herein collectively as the "Parties."

Recitals

- A. University and Coach entered into that certain Retention Bonus Agreement, dated effective May 20, 2019, ("Retention Agreement"); and
- B. Section 7(a) of Coach's Retention Agreement provides that said Retention Agreement may be amended at any time by written instrument approved and signed by the University and Coach; and
- C. The Parties desire to amend and modify Coach's Retention Agreement as set forth herein.

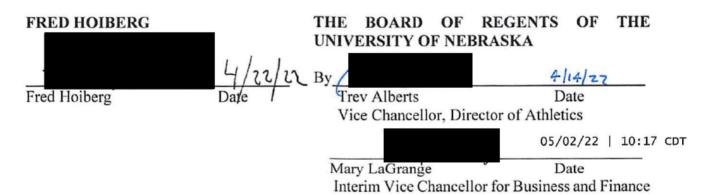
Terms

- 1. Retention Payments. Section 1 of the Retention Agreement is hereby deleted in its entirety and replaced with the following: "The University shall pay or cause to be paid Coach a retention bonus (each a "Stay Bonus", collectively the "Stay Bonuses"), subject to the conditions described in Sections 2 ("Funding Contingencies") and 3 ("Conditions to Stay Bonuses") of this Agreement, including the condition that Coach continues to be employed as Head Men's Basketball Coach on the Stay Dates identified below. Each Stay Bonus amount will be paid within forty-five (45) days after the Stay Date (each a "Payment Date," collectively the "Payment Dates"), which are specifically identified below.
 - (a) If Coach continues to be employed until July 1, 2020 ("Stay Date"), a payment in the amount of One Million and no/100 Dollars (\$1,000,000.00) shall be made to Coach (less required withholding) by August 15, 2020 ("Payment Date").
 - (b) If Coach continues to be employed until March 31, 2025 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) shall be made to Coach (less required withholding) by May 15, 2025 ("Payment Date")."
- 2. Contractual Provisions. Any provisions of the Retention Agreement that are inconsistent with the terms of this First Addendum shall be deemed null and void and superseded by the terms of this First Addendum. Except to the extent expressly modified by the terms of this First Addendum or as otherwise agreed to by the Parties in writing, all other provisions of the Retention Agreement shall remain in full force and effect. Accordingly, the provisions addressing Coach Hoiberg's Base Salary (as defined in Coach's Contract of Employment), exceptional performance bonuses,

extension or termination of employment and other provisions not specifically addressing the terms contained within this First Addendum shall remain unaltered, unless otherwise altered by the Parties in writing.

- 3. Voluntary Agreement. Coach Hoiberg acknowledges that he has carefully read and fully understands each of the provisions contained within this First Addendum and that he is entering into this First Addendum with full knowledge of its significance. Coach Hoiberg also acknowledges that he is entering into this First Addendum freely and voluntarily, that he has not relied upon any representation or statement by any representative of the University that is not contained within this First Addendum, or otherwise agreed to in writing between the Parties, and that he has been advised and provided an opportunity to consult with his attorney.
- 4. Entire Agreement. This First Addendum represents the entire agreement of the Parties, and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter hereof. This First Addendum may not be changed, modified, extended, terminated, waived, or discharged, except by an instrument in writing signed by authorized representatives of both Parties. These terms and conditions shall be binding upon each of the Parties and their respective heirs, personal representatives, successors and assigns. The headings for each paragraph contained within this First Addendum are illustrative only and are not to be given any legal effect. Any electronic or copied versions of this First Addendum will be afforded the same effect as an original.

FRED HOIBERG REPRESENTS AND WARRANTS THAT HE HAS THOROUGHLY READ AND CONSIDERED ALL ASPECTS OF THIS FIRST ADDENDUM, THAT HE UNDERSTANDS ALL PROVISIONS OF THIS FIRST ADDENDUM, THAT HE HAD AN OPPORTUNITY TO CONSULT WITH HIS ATTORNEY THROUGHOUT THIS PROCESS, AND THAT HE IS VOLUNTARILY ENTERING INTO THIS FIRST ADDENDUM WITHOUT DURESS OR COERCION OF ANY KIND.



UNIVERSITY OF NEBRASKA RETENTION BONUS AGREEMENT

This RETENTION BONUS AGREEMENT (the "Agreement"), effective as of May 20, 2019 ("Effective Date"), is made by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and governing body of the University of Nebraska (the "Board" or "University"), by and on behalf of the University of Nebraska-Lincoln Department of Intercollegiate Athletics ("Athletics"), and **FRED HOIBERG** ("Coach"). The University and Coach are collectively referred to herein as "parties."

WHEREAS, the University is an organization described in Section 501(c)(3) of the Internal Revenue Code ("Code") and, as such, is organized and operated exclusively for charitable and educational purposes; and

WHEREAS, the University and Coach have entered into a Contract of Employment with an Effective Date of May <u>20</u>, 2019 ("Employment Contract"), for Coach to serve as Athletics' Head Men's Basketball Coach ("Head Men's Basketball Coach"); and

WHEREAS, Athletics desires to assure that Coach shall continue as Head Men's Basketball Coach for the Men's Basketball Program (the "Program") through March 31, 2024; and

WHEREAS, the University would suffer loss if Coach were to accept another offer of employment, and it is thus ordinary, necessary and reasonable to provide Coach with additional compensation on a deferred basis to induce him to serve and continue to serve as Coach; and

WHEREAS, the parties desire to enter into this Agreement to provide Coach with certain incentive compensation benefits, as set forth herein, that shall be in addition to his current compensation and any future increase thereof.

NOW, THEREFORE, the University and Coach agree as follows:

- Section 1. Retention Payments. The University shall pay or cause to be paid Coach a retention bonus (each a "Stay Bonus", collectively the "Stay Bonuses"), subject to the conditions described in Sections 2 ("Funding Contingencies") and 3 ("Conditions to Stay Bonuses") of this Agreement, including the condition that Coach continues to be employed as Head Men's Basketball Coach on the Stay Dates identified below. Each Stay Bonus amount will be paid within forty-five (45) days after the Stay Date (each a "Payment Date," collectively the "Payment Dates"), which are specifically identified below.
 - (a) If Coach continues to be employed until July 1, 2020 ("Stay Date"), a payment in the amount of One Million and no/100 Dollars (\$1,000,000.00) shall be made to Coach (less required withholding) by August 15, 2020 ("Payment Date").

- (b) If Coach continues to be employed until March 31, 2024 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) shall be made to Coach (less required withholding) by May 15, 2024 ("Payment Date").
- (c) If Coach continues to be employed until March 31, 2025 ("Stay Date"), a payment in the amount of Five Hundred Thousand and no/100 (\$500,000.00) shall be made to Coach (less required withholding) by May 15, 2025 ("Payment Date").
- **Section 2.** Funding Contingencies. The obligation of the University to pay or cause to be paid Coach a Stay Bonus shall be subject to the following contingencies:
 - (a) <u>Involuntary Termination of Employment</u>. In the event Coach's employment as Head Men's Basketball Coach is terminated by the University ("Involuntary Termination") pursuant to Coach's Employment Contract prior to a Stay Date, the University will not owe Coach any additional Stay Bonuses under this Agreement. In the event of Coach's Involuntary Termination, Coach will be paid Liquidated Damages as defined by Coach's Employment Contract. The parties agree that the Liquidated Damages provision in Coach's Employment Contract incorporates any outstanding Stay Bonus amounts in calculating the total amount of Liquidated Damages owed by the University.

For purposes of this Retention Bonus Agreement, "Termination of Employment" or "Terminates Employment" means the termination of Coach's employment with the University for reasons other than death or Disability. Whether a Termination of Employment takes place is determined based on the facts and circumstances surrounding the termination of Coach's employment.

Coach's employment relationship will be treated as continuing intact while Coach is on military leave, sick leave or other bona fide leave of absence if the period of such leave of absence does not exceed six (6) consecutive months, or if longer, so long as Coach's right to reemployment with the University is provided either by statute or by contract. If the period of leave exceeds six (6) consecutive months and there is no right to reemployment, a Termination of Employment will be deemed to have occurred as of the first date immediately following such six (6) consecutive month period.

(b) <u>Disability</u>. If Coach shall become disabled during the term of this Agreement to an extent that he is no longer able to perform his duties as Coach, no further sums shall be paid to Coach following the date of termination as a result of disability. "Permanently disabled" means Coach is unable to engage in any substantial gainful activity by reason of any medically determinable physical or

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mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) consecutive months. Medical determination of permanent disability may be made by either the Social Security Administration or a physician reasonably acceptable to both Coach and the University. Coach shall submit proof reasonably satisfactory to the Chancellor of the University of Nebraska Lincoln ("Chancellor") of disability, including but not limited to the Social Security Administration's or physician's determination.

- (c) <u>Death</u>. If Coach shall die during the term of this Agreement, no further sums shall be paid under this Agreement to Coach following Coach's date of death.
- (d) <u>Coach's Resignation.</u> In the event Coach (i) voluntarily resigns Coach's position as Head Men's Basketball Coach or (ii) is otherwise no longer employed as the Head Men's Basketball Coach prior to a Stay Date due to reasons other than involuntary termination, disability or death as described above, no additional payments will be made following Coach's resignation and Coach shall fully and completely forfeit any rights in and to any payments pursuant to this Agreement.
- **Section 3.** Conditions to Stay Bonuses. Any payment to Coach under this Agreement is subject to, and contingent upon, the nonoccurrence of any of the following by Coach during the term of Coach's Employment Contract:
 - (a) a substantial violation of the bylaws, policies, rules and regulations of the Board of Regents which adversely and materially harms the University and Athletics;
 - (b) a substantial violation of any material rules or regulations of the National Collegiate Athletic Association applicable to the University of Nebraska-Lincoln and its Athletic Department which adversely and materially harms the University and Athletics;
 - (c) Any materially dishonest or fraudulent act, or any misappropriation of funds or property of the University; and/or
 - (d) Any act involving moral turpitude of sufficient magnitude that adversely and materially harms or materially discredits Coach or the University.

In the unlikely event that the Chancellor determines in good faith that any one or more of these events has occurred, Coach will not be entitled to receive any unearned benefits pursuant to this Agreement; provided, however, that the University shall still be required to pay any portion of the Stay Bonus that has been earned and not yet paid. An occurrence of any event in (a) or (b) above by any of Coach's subordinates (e.g., any

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assistant coach or staff of the Program), or by any student participating in the Program, or by any other person, shall not be deemed to be a violation by Coach, unless the Chancellor determines in good faith that Coach knowingly participated in such violation or, upon acquiring knowledge of such violation, unreasonably failed to report the same to the Chancellor; *provided*, *however*, that the foregoing shall not be deemed to be a violation by Coach if Coach has fully disclosed his knowledge of such violation, and received concurrence of, the University's athletic director or director of compliance on a course of action to deal with the violation.

Section 4. No Present Rights. Neither Coach, his personal representative, heirs, legatees, distributees, or any other person claiming under him shall have any right to commute, encumber, or otherwise dispose of any right to receive payments hereunder, all of which payments and the rights thereto are expressly declared to be non-assignable. In addition, such rights as herein created shall not be subject to execution, attachment, or similar process. Any attempt to assign, transfer, pledge, or otherwise dispose of any such right, interest, or benefit contrary to the provisions of this Agreement, or the levy of any attachment or similar process thereon, shall be null and void and without effect.

Section 5. <u>No Discretionary Powers</u>. Coach shall take no part whatsoever in the exercise of discretionary powers that are retained by the University pursuant to this Agreement.

Section 6. <u>Intent of Parties</u>. Anything to the contrary notwithstanding, it is the intention of the parties to this Agreement that the Agreement shall create a contractual obligation to make payments as provided herein. The parties do not intend, and this document should not be construed, to establish any trust for the benefit of Coach or to grant him any beneficial interest in the amounts which may be credited to a separate account for the purposes of providing eventual payment until he is entitled to receive payment thereof, nor shall it be construed as an election on the part of Coach to defer any current compensation to which he might be otherwise entitled by reason of his current employment by the University.

Section 7. Miscellaneous Provisions.

(a) Entire Agreement, Amendment. This document constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the parties hereto. For the

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avoidance of doubt, nothing in this Agreement shall be construed to require the University to employ Coach for any length of time.

- (b) <u>Captions</u>. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said section.
- (c) <u>Binding Effect</u>. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs.
- (d) <u>Nebraska Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- (e) <u>No Acceleration or Delay of Distributions</u>. The time or manner of distribution of amounts deferred under this Agreement may not be changed by amendment or otherwise except in conformity with the requirements of Code Section 409A.
- (f) Taxes on Distributions. The University or its paying agent shall withhold any taxes that are required to be withheld, including but not limited to taxes owed under Section 409A of the Code and regulations thereunder, from the benefits provided under this Agreement. Coach acknowledges that the University's sole liability regarding taxes is to forward any amounts withheld to the appropriate taxing authority(ies). Further, the University or the paying agent shall satisfy all applicable reporting requirements, including those under Section 409A of the Code and regulations thereunder.
- (g) <u>Administration of Agreement</u>. This Agreement shall at all times be administered and the provisions of this Agreement shall be interpreted consistent with the requirements of Section 409A and Section 457 of the Code and any and all regulations thereunder, including such regulations as may be promulgated after the date of this Agreement.
- (h) <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement as of the date indicated below.

THE BOARD OF RECENTS OF T	HE UNIVERSITY OF NEBRASKA
THE BOARD OF REGENTS OF T	HE UNIVERSITY OF WEBRASKA
William H. Moos	Ronald D. (Ronnie) Green
Director of Athletics	Chancellor
Approved in accordance with Execut Hank M. Bounds President Agreed and accepted by Coach this	
Fred Hoiberg, Head Men's Basketba	ll Coach