

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of January 16, 2007 by and between Regents of the University of Minnesota, a Minnesota constitutional educational corporation ("University"), on behalf of its Department of Intercollegiate Athletics ("Department") and Tim Brewster ("Coach").

WHEREAS, subject to the terms and conditions of this Agreement, the University desires to employ Coach as head coach of its intercollegiate football team ("Team") at the University (Twin Cities campus), and Coach is willing to accept such position and perform such services and duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

I. EMPLOYMENT TERM AND DUTIES

1.1. Employment Term. Subject to the terms and conditions of this Agreement, the University hereby employs Coach as the head coach of its Team at the University (Twin Cities campus), and Coach agrees to be so employed by the University, for a term commencing on January 16, 2007, and ending on December 31, 2011 ("Term of Employment").

1.2. Duties.

1.2.1. During the Term of Employment, Coach shall diligently and conscientiously devote his full time, attention, and best efforts in performing and discharging the usual and customary duties of a head coach of a National Collegiate Athletic Association ("NCAA") Division I football team, including, but not limited to, the following duties:

- a. Conducting usual and customary coaching activities;
- b. Recruiting, and managing the recruitment of, student athletes;
- c. Fostering and providing accountability for the academic progress of student athletes in the program;
- d. Representing the University's Team program, and cooperating with the Department in fulfilling contracts with or requests from, the news media, including appearances on radio and television;

- e. Assisting with Departmental or University fund raising and public relations;
- f. Representing in a positive fashion the University and its athletic programs in private and public forums; and
- g. Performing such other duties normally associated with those of a head coach of an NCAA Division I football team, as requested by the Athletics Director ("Director") of Intercollegiate Athletics at the University (Twin Cities campus) or the Senior Associate Athletics Director.

1.2.2. Unless otherwise expressly permitted in this Agreement, Coach shall not engage in any other business activity or be employed by any other person, firm, or entity, whether or not such activity is pursued for gain, profit, or other pecuniary benefit, without the University's prior written consent; provided however, subject to NCAA and University rules, during each year of the Term of Employment, Coach may conduct summer football camps.

1.2.3. Coach shall not undertake commercial endorsements without the prior written consent of the University. Coach shall not engage in any activity, if identified as the head coach of the Team, that directly or indirectly implies approval or endorsement of any good or service, including, but not limited to, the wearing of garments that display a manufacturer's trademark, name, or other logo, unless such activity is first approved in writing by the Director.

1.3. Classification. Coach's employment is a professional appointment subject to the University's rules and regulations as fully described in the policy manual entitled University of Minnesota Academic Professional and Administrative Policy and Procedures Manual, as it may be amended from time to time ("Manual"). In the event of a conflict between the terms of this Agreement and terms of the Manual, the terms of this Agreement shall govern.

1.4. Compliance. Throughout the term of this Agreement, Coach shall comply with the current and hereafter enacted or promulgated laws, policies, rules, and regulations governing the University and its employees, and the current and hereafter enacted or promulgated constitution, bylaws, and rules and regulations of the NCAA, the Big Ten Conference ("Big Ten"), and any other conference or organization with which the University becomes associated or which affects intercollegiate athletics (individually or collectively, "Governing Associations"). Coach shall use his best efforts to ensure that all assistant coaches of the University (Twin Cities campus) Team, any other University employee for whom Coach is administratively responsible, and the representatives of the University's athletic interests comply with the foregoing laws, policies, rules, regulations, constitutions, and bylaws.

1.5. Other Employment. During the term of this Agreement, Coach agrees not to personally, or through any agent or other representation, seek, discuss, negotiate, or accept other full-time employment without first having notified the Director in writing by certified mail or facsimile. Once such notification is received, permission to pursue other full-time employment will not be unreasonably withheld.

II. COMPENSATION

2.1. Base Salary.

2.1.1. Subject to the terms of this Agreement, for all services rendered by Coach on behalf of the University, for the Term of Employment, the University shall pay Coach an annual base salary of Four Hundred Thousand and no/100 Dollars (\$400,000).

2.1.2. All compensation hereunder shall be paid in accordance with the University's regular payroll procedures for professional and administrative employees, and shall be subject to withholding for applicable federal, state, and local income taxes, federal social security taxes, and other applicable taxes and deductions.

2.1.3. In accordance with the Manual, Coach shall be eligible for salary increases on an annual basis based upon the evaluation of the Director or the Director's designee.

2.2. Benefits. Unless inconsistent with the terms of this Agreement, the University shall provide Coach with the benefits program provided generally for its professional and administrative employees as described in the Manual ("Benefits").

2.3. Automobile. Subject to University policy applicable generally to its coaches of intercollegiate athletics, the University shall provide Coach the use of an automobile throughout the Term of Employment.

2.4. Supplemental Compensation. Subject to the terms of this Agreement, the University shall pay Coach, in equal biweekly installments, annualized supplemental compensation of Four Hundred Thousand and no/100 Dollars (\$400,000) in recognition of Coach's efforts on behalf of the University for media, fundraising, community involvement, and endorsements of apparel and shoes. The University will receive and control all outside payments relating to apparel, shoes, and media appearances.

2.5. Incentive Compensation. Each year, the University shall pay Coach incentive compensation as provided in the Schedule of Incentives, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The University shall deliver to Coach the payment of such incentive compensation for a year promptly after the University has determined the amount of such payment and whether the conditions

of payment have been met, including Coach's compliance with Section 1.4 and 1.5 of this Agreement and not later than February 1 for competition bonuses and not later than August 1 for academic performance bonuses.

2.6. Supplemental Retirement Contributions. The University shall contribute for the benefit of Coach the following amounts to the University of Minnesota Optional Retirement Plan or, to the extent such contributions exceed the contribution limits for such plan, to the University of Minnesota 415(m) Retirement Plan:

- a. \$200,000 for 2007, vesting December 30, 2011;
- b. \$200,000 for 2008, vesting December 30, 2011;
- c. \$200,000 for 2009, vesting December 30, 2011;
- d. \$200,000 for 2010, vesting December 30, 2011; and
- e. \$200,000 for 2011, vesting December 30, 2011.

Such amounts will be deposited on the vesting date described above and will vest on the above date only if Coach has remained continuously employed as the University's head football coach as of that date.

2.7 Moving Expenses. The University shall reimburse Coach for his household moving expenses in accordance with University policy and state law.

2.8. Travel. The University shall provide space for Coach's spouse and children on each charter plane trip to away football games, as well as lodging and a reasonable allowance for meals for those individuals to attend such games. Additional travel-related expenditures for other individuals to attend away football games may be provided at the discretion of the Director. Additional spousal travel appropriate for University purposes but unrelated to football games may be authorized by the Director.

2.9. Home Games. The University shall provide to Coach the exclusive use of one stadium suite and the corresponding tickets for the suite at each home football game.

2.10. Tax Consequences of Additional Compensation. It is understood that there may be personal tax consequences attributable to Coach as a result of the compensation, benefits, and amenities associated with Coach's employment as head football coach, and that Coach is personally responsible for any and all such taxes.

2.11. Exclusive Compensation. The compensation, cash and otherwise, provided to Coach under this Article II shall constitute the total and exclusive compensation owed by the University to Coach.

III. TERMINATION

3.1. The University's Right to Terminate for Cause. The University may for just cause terminate this Agreement, suspend payments required hereunder, or take other disciplinary action as it deems appropriate, without prior notice to the Coach. "Just cause" as used in this Agreement shall include, but not be limited to, the following:

- a. a serious violation, as determined by the University, of a rule of a Governing Association by or involving Coach;
- b. a major violation, as determined by the University, of a rule of a Governing Association by an assistant coach of the Team or other individual related to the Team which, in the judgment of the University, Coach knew or should have known about with reasonable diligence and oversight;
- c. multiple secondary violations, as determined by the University, of the rules of a Governing Association related to the Team;
- d. failure to report any and all serious, major, or secondary violations of the rules of a Governing Association related to the Team which, in the judgment of the University, Coach knew or should have known about with reasonable diligence and oversight;
- e. a substantial failure to perform the duties required by Section 1.2 of this Agreement; or
- f. a violation of any policy of the University or law involving moral turpitude.

3.2. The University's Right to Terminate Without Just Cause. The University may terminate this Agreement at any time without just cause upon 90 days written notice to Coach. In such event, the University shall pay Coach as a termination fee based on the terms of this Agreement the base salary amount payable to Coach under Section 2.1.1. of this Agreement for the remainder of the Term of Employment within thirty (30) days of the end of the notice period.

3.3. NCAA Enforcement Provisions (NCAA Bylaw 11.2.1). Notwithstanding any other provision of this Agreement to the contrary, if Coach is found in violation of any NCAA rule or regulation, Coach is subject to disciplinary or corrective actions as provided by NCAA enforcement procedures.

3.4. Procedure. In the event of any proposed disciplinary action, the Director shall give Coach, orally or in writing, notice of the allegations and an opportunity to present, in person, information relating to the allegations. If the Director then determines that discipline is appropriate, Director shall, in writing, notify Coach of the discipline and the reasons therefore.

3.5. Limited Liability. Subject to the terms of this Agreement, in no event shall the University be liable for the loss by Coach of any bonuses, benefits, perquisites, or income, including, but not limited to, those arising out of or relating to consulting relationships, camps, clinics, media appearances, or from any other sources whatsoever, that may ensue as a result of the University's breach or termination of this Agreement, unless otherwise expressly stated herein. The terms of this Section 3.5 shall not release the University from its obligations to Coach under Section 3.2 of this Agreement.

3.6. Coach's Right to Terminate Without Just Cause. In the event Coach terminates this Agreement during the Term of Employment without just cause, Coach shall pay the University as a termination fee the base salary amount that would have been payable to Coach under Section 2.1 of this Agreement for the remainder of the Term of Employment.

3.7. Coach's Right to Terminate for Cause. This Agreement may be terminated by Coach at any time for just cause. Just cause shall include, but not be limited to, a material violation by the University of any terms or conditions of this Agreement not remedied within 30 days after written notice thereof to the University.

3.8. Automatic Termination. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall terminate automatically if Coach dies or becomes permanently disabled from performing his duties under this Agreement, as reasonably determined by the University. If this event occurs, Coach or his estate shall be entitled to all compensation earned under this Agreement as of the date of the event.

IV. PROVISIONS OF GENERAL APPLICATION

4.1. Extension of Agreement. The University shall conduct a review of Coach's performance and this Agreement thirty-six months after the effective date of this Agreement, and may, at its discretion, grant an extension of this Agreement of one year or more.

4.2. Assignment of Rights. Coach acknowledges that the total compensation to be paid to Coach as head football coach is intended to include any and all amounts Coach might have expected to received from (1) any television and radio shows and advertising revenues derived from those shows; and (2) any arrangements with athletic shoe, apparel or equipment companies. It is therefore understood and agreed that any and all rights Coach has in the production and compensation for any television and

radio shows and related advertising and any shoe, apparel or equipment arrangements are hereby assigned in their entirety to the University.

In connection with said assignment, Coach agrees as follows:

- a. To grant University the right to use the Coach's name and likeness in promoting any television or radio show;
- b. To grant University the right to permit others to sell all or a portion of the advertising for any such show;
- c. To grant University the right to collect and retain the revenues generated from the sale of advertising on any such show;
- d. To appear on any such show and to work cooperatively with the producer of such shows in scheduling taping sessions and other related production issues; and
- e. To work cooperatively with any shoe, apparel or equipment company to assist in the fulfillment of the University's obligations under any arrangement with the shoe, apparel or equipment company.

It is further expressly understood that the University may reassign any and all of the rights assigned to it by Coach.

4.3 Report of Athletically Related Income (NCAA Bylaw 11.2.2). The University and Coach hereby stipulate that Coach shall annually provide a written, detailed account to the President of the University for all athletically-related income and benefits from sources outside the University. Coach shall also comply with all University policies related to approval and reporting of outside income and benefits.

The NCAA has described the following sources of athletically related income and benefits:

- a. Income from annuities;
- b. Sports camps;
- c. Housing benefits (including preferential housing arrangements);
- d. Country club memberships;
- e. Complimentary ticket sales;
- f. Television and radio programs; or

and their respective heirs, legal representatives, successors, assigns, transferees, or donees, as the case may be. No portion of this Agreement shall be assignable without the prior written consent of the other party.

4.7. Effect of Prior Agreements. This Agreement is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement supersedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter hereof, except as expressly provided herein.

4.8. Enforceability. If any provision contained herein shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.

4.9. Construction. The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and shall not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. No waiver by any party of any default or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. As used herein and where necessary, the singular shall include the plural and vice versa, and masculine, feminine and neuter expressions shall be interchangeable.

4.10. Applicable Law. The laws of the state of Minnesota shall govern this Agreement and any construction or interpretation thereof.