

BINDING TERM SHEET BETWEEN
LOUISIANA STATE UNIVERSITY AND ED ORGERON

Position: Head Football Coach at Louisiana State University (“LSU”)

Reporting: Coach shall report directly to the Director of Athletics

Term: Effective as of January 14, 2020 and ending December 31, 2025

Compensation: For purposes of this Term Sheet, compensation will be as follows and may be payable in part from affiliated foundation funds:

- **Salary** (annual rate; pro-rated for partial years): \$6,000,000 (consisting of base salary and supplemental compensation), some of which may be payable to an entity controlled by Coach
- **Supplemental Benefit Plans:** LSU and Tiger Athletic Foundation (collectively referred to as “University” for purposes of this provision) will finance premiums for a life insurance policy for Coach in the amount(s) and in accordance with the schedule below:

2020:	\$2,500,000	Payable promptly following execution of the Supplemental Death Benefits Documents (defined below)
2021:	\$2,500,000	Payable on or before January 15, 2021 (each, a “Premium Loan”, collectively “Premium Loans”)

Subject to and in accordance with a separate agreement, and collateral assignment to be entered into between the Parties (“the Supplemental Death Benefit Plan Documents”), Coach will select the life insurance policy, subject to University approval not to be unreasonably withheld or delayed, whereas Coach will be the owner of the life insurance policies utilized in the arrangement, and University shall be entitled to repayment of all Premium Loans, plus accrued interest at the lowest applicable federal rate, from the policy death benefit due upon his death.

Pursuant to the Supplemental Death Benefit Plan Documents, Coach shall agree to limit his withdrawals from the life insurance policy in such a manner and to such amounts that the Premium Loan amounts shall be repaid to the University, including applicable interest, upon Coach’s death. The terms and conditions of the Supplemental Death Benefit Plan Documents shall control unless inconsistent with the Employment Agreement, in which case the Employment Agreement will control.

The University’s obligation to make the Premium Loans shall survive termination of the Employment Agreement for any reason except a final determination that Cause (as that term is defined in the current Employment Agreement) exists for terminating the Employment Agreement; provided, however, that the obligations of the University and the Coach under the Supplemental Death Benefit Plan Documents shall survive the termination of the Employment Agreement. It is intended by the Parties that the Supplemental Death Benefit Plan Documents will satisfy the requirements of federal tax law and all reporting of income, benefits, or other amounts shall be made by University in a manner that is in accordance with applicable Internal Revenue Service rules and regulations and acceptable to University.

- **Incentive Compensation:** Consistent with current Employment Agreement dated March 17, 2017, as amended March 1, 2019. Except Section 7.D.i-iii. where GPA incentive is eliminated and complete amount (\$200,000) can be achieved with a single year APR of 960 or higher.
- **Additional Compensation:** \$187,500 per year provided to coach to use for personal air travel and compensation for legal fees not to exceed \$20,000 related to split dollar life insurance policy

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:

- Year 1 of contract 100% of one-year Salary
- Year 2 of contract 75% of one-year Salary
- Year 3 of contract 50% of one-year Salary
- Year 4 of contract 25% of one-year Salary
- Year 5 of contract 10% of one-year Salary
- Year 6 of contract no payment due
- Or, for the first four years of the new Term, 100% of amount equal to of one-year base salary for any SEC coaching position.

Termination by LSU: LSU may terminate the employment at any time for convenience, and in such event will pay to the Coach as liquidated damages an amount equal to 70% of Salary remaining in the Term at the time of termination and expressly waive any offset or mitigation obligation of Coach and related contracting entity regarding this sum. LSU may also terminate the employment for cause without further payment obligation pursuant to a mutually-agreed clause (as that term is defined in the current Employment Agreement) in the long-form Employment Agreement. Any payments due to Coach will be paid in equal monthly installments over the course of the remaining Term.

Miscellaneous: This is a legally binding Term Sheet and shall be enforced and construed in accordance with the laws of Louisiana, subject to approval by the LSU Board of Supervisors. Any civil action to enforce this Term Sheet shall be brought in a state or federal court having subject matter and personal jurisdiction over the parties in East Baton Rouge Parish, Louisiana. The parties agree and acknowledge that they will negotiate in good faith and to finalize a formal long-form Employment Agreement that includes the terms set forth above, all non-conflicting terms of Coach's existing Employment Agreement, and other terms which are customary in Division I-A head coach contracts **within 90 days** of this Term Sheet unless such period is extended by mutual agreement of the Parties, and that the successful negotiation and execution of such long-form Employment Agreement is a condition of this Term Sheet and continued employment. Upon execution and approval by the LSU Board of Supervisors, the long-form Employment Agreement will supersede the terms of this Term Sheet, but until that occurs, this Term Sheet remains in full force and effect.

ACCEPTED AND AGREED:



Scott Woodward, Athletic Director
Louisiana State University

1.23.20

Date



Ed Orgeron, Head Football Coach
Louisiana State University

1/23/20

Date