October 29, 2025

SENT VIA EMAIL

Re: Offer to Extend Written Employment Agreement

Dear Coach Rhule:

I am pleased to offer you an extension of your existing employment contract as the Head Coach of the Football 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 and, if executed, the effective date of this agreement shall be the date of the full execution of this letter agreement ("Effective Date").

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, containing the terms reflected herein and other terms consistent with your Current Agreement (as defined below). The purpose of this letter is to describe the University's offer to modify the terms of your current employment agreement. If accepted by you, this letter agreement and, once executed, the Agreement will replace your current contract of employment between you and the University that commenced on November 28, 2022 ("Current Agreement").

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

1. As of the Effective Date, you will continue to serve as the Head Coach of the Football Program until the later of January 31, 2033 or the Program's last game of the 2032-2033 Program season ("End Date") unless terminated earlier by either party pursuant to the terms of the Agreement (the "Term").

2. The University will pay the below compensation, less all required and authorized deductions, in equal, monthly installments ("Base Salary").

Contract Year	Payment Amount
January 1, 2025 through day prior to Effective Date	$7,500,000
Effective Date through December 31, 2026	$8,500,000
January 1, 2027 through December 31, 2027	$10,000,000
January 1, 2028 through December 31, 2028	$11,500,000
January 1, 2029 through December 31, 2029	$12,000,000
January 1, 2030 through December 31, 2030	$12,500,000
January 1, 2031 through December 31, 2031	$12,500,000
January 1, 2032 through the End Date	$12,500,000

For purposes of the Agreement and except for the initial period of January 1, 2025 through the day prior to the Effective Date, "Contract Year" shall mean January 1 through December 31 of any year during the Term (or, for the final contract year, through the End Date).

If after the Effective Date and prior to the End Date, you remain employed pursuant to the terms of the Agreement and the Program either (i) qualifies for the College Football Playoff ("CFP") in a 12 or 16 team format or (ii) qualifies for the CFP in a format that is larger than 16 teams and participates in a round of 16 or fewer teams, then effective January 1 after the conclusion of the Program season that qualified the Program for the CFP (e.g. if the Program qualifies for the 2026 CFP (for the 2025-2026 Program Season), January 1, 2026), your Base Salary shall increase one million dollars ($1,000,000) ("CFP Increase") in each Contract Year for the remainder of the Term. For illustrative purposes only, if you qualify for the CFP for the 2026-2027 Program season, then beginning January 1, 2027, your Base Salary shall increase from $10,000,000 to $11,000,000 from January 1, 2027, through December 31, 2027, then from $11,500,000 to $12,500,000 from January 1, 2028 through December 31, 2028, then from $12,000,000 to $13,000,000 from January 1, 2029 through December 31, 2029, and so on and so forth by one million dollars for each Contract Year remaining in the Term. The CFP Increase may be earned multiple times during the Term (e.g., is "stackable").

3. For the avoidance of doubt and consistent with the terms of the Current Agreement, the University shall pay or cause to be paid to Coach up to three retention bonuses, each in the amount of one million dollars ($1,000,000) (each a "Retention Bonus") if Coach remains employed on any of March 1, 2027, March 1, 2029, and/or December 31, 2030 (each, a "Milestone Date"). This bonus is in addition to the regular annual compensation owed to Coach under the terms of this Agreement and shall be paid to Coach within forty-five (45) days after he reaches each milestone date. Because the payment of each retention bonus constitutes income to the Coach, the University shall withhold all necessary deductions from each bonus payment. Nothing contained in this section will be construed to amend Section 4 of the Current Agreement but rather parties simply intend to restate a material term of the Current Agreement.

4. In the event you resign at any point during the Term and accept football-related employment with another college, league, or professional team, you will pay to the University as liquidated damages the relevant amount below within sixty (60) calendar days following the effective date of your resignation. If you resign during the Term for any reason and then subsequently accept football-related employment with another college, league, or professional team thereafter during the Term, you will pay to the University as liquidated damages the amount listed below that would have otherwise been owed at the time of your resignation from employment with the University. Such amount shall be paid within sixty (60) calendar days following your acceptance of the football-related employment with another college, league, or professional team. 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 exceptional performance bonus that has not already been earned or any accrued, but unused, vacation or floating holidays.

Date Coach Notifies University of Resignation	Amount Owed
Effective Date through June 30, 2026	$15,000,000
June 30, 2026 through December 31, 2026	$10,000,000
January 1, 2027 through December 31, 2027	$8,000,000
January 1, 2028 through December 31, 2028	$6,000,000
January 1, 2029 through December 31, 2029	$4,000,000
January 1, 2030 through December 31, 2030	$2,000,000
January 1, 2031 through December 31, 2031	$2,000,000
January 1, 2032 through January 31, 2033	$0

In the event you notify the University of your resignation during the Term and within twelve (12) months of the cessation of Troy Dannen's employment with the University, the liquidated damages you owe the University will be limited to fifty percent (50%) of the amounts reflected in this Section 4. For clarity, if you notify the University of your resignation after twelve (12) months from the cessation of Troy Dannen's employment with the University the relevant amount reflected in this Section 4 will be owed in full.

Notwithstanding anything to the contrary herein, in the event you notify the University of your resignation at any point following the cessation of both President Jeffrey P. Gold's employment with the University and Troy Dannen's employment with the University, you will not owe any liquidated damages if you resign during the remainder of the Term.

Notwithstanding the foregoing, the Athletic Director, within his or her sole discretion, may elect to either have the Coach pay a lesser amount than required by this section or may elect to waive the payment required by this section entirely.

5. In consideration for the CFP Increase while you perform as the Head Coach, the exceptional bonus structure described in Appendix A of your Current Agreement will be amended and restated in its entirety to include only the following select achievements and corresponding payment amounts based on the highest achievement obtained:

    a. The Program ties for first place in the Big Ten Conference but does not advance to the Big Ten Conference Championship game – One hundred thousand dollars ($100,000.00);
    b. The Program plays in, but does not win, the Big Ten Conference Championship game – Two hundred thousand dollars ($200,000.00); or
    c. The Program wins the Big Ten Conference Championship game – Three hundred thousand dollars ($300,000.00).

    In addition, if the Program should play in a post-season bowl game while you perform as Head Coach, the University will pay the following amounts based on the highest achievement obtained:

    a. The Program plays in any bowl game that is not part of the College Football Playoff (CFP) invitational tournament (or any similar successor) to determine the national champion – One hundred fifty thousand dollars ($150,000.00).

    The University will pay you any exceptional performance bonus earned within sixty (60) days of the relevant achievement, regardless of whether you remain employed as Head Coach on the payment date.

6. Beginning January 1, 2026, and for each calendar year thereafter, you will be provided by the University or the University shall arrange for up to sixty-five (65) hours of private non-commercial flight time for your personal use and the use of your immediate family. Any unused hours may be carried over to the following calendar year. Such fringe benefit shall be reported as income to you at its 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.

7. From time to time, your spouse may participate in and perform an official role in the official social and professional life of the University. Consequently, University of Nebraska Foundation funds or other non-state funds will be allocated to pay reasonable and customary travel expenses for your spouse, leaving from and returning to Lincoln, Nebraska, to participate in selected official University events in which her participation has a clear official purpose, not to exceed thirty thousand dollars ($30,000) per fiscal year, in attributable costs or expenses without prior approval from the Athletic Director. It is

understood and agreed that your spouse may be expected to participate in University activities as the spouse of the Head Football Coach to facilitate your ordinary and necessary duties as Head Football Coach. You shall provide substantiation as may be necessary to establish a University-related purpose for such activities.

8. The University shall make every reasonable effort to provide nationally-competitive resources for Program support (currently designated as "revenue sharing") for player retention and acquisition. The Athletic Director agrees to meet with you at least semi-annually to review any available data to ensure that the Program remains competitive nationally in this area of Program support.

In consideration of this contract extension and its associated terms, the parties mutually agree:

9. Following the last game of the 2027-2028 Program season, the parties mutually agree to conduct a good faith review of the Agreement to ensure their terms align with Coach's performance and the University's obligations to support the Program at a nationally-competitive level. The parties shall not be obligated to remedy such issue if they cannot settle on mutually satisfactory terms and in no event shall failure to reach mutually satisfactory terms constitute a default under the Agreement if both parties have used reasonable good faith efforts to seek mutually beneficial solutions. To the extent any mutually agreed upon change requires an amendment to any agreement, such amendment shall be in writing executed by the appropriate representative of each party.

All terms and provisions of the Current Agreement not amended by this letter agreement shall remain in full force and effect, and, unless otherwise addressed by this letter agreement, either expressly or by necessary implication, shall remain unchanged in the amended and restated Agreement, including, without limitation, a provision that is consistent with Section 13(b) of the Current Agreement addressing reassignment and termination of employment without cause. Furthermore, 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 the Agreement within sixty (60) days of this letter. 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.

Your acceptance of the proposed modification to your employment agreement and its approval by University administration will constitute a binding agreement between you and the University, and 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. Furthermore, electronic counterpart signatures to this letter shall be acceptable and binding.

[Remainder of page intentionally left blank; signature page immediately follows.]

Please do not hesitate to contact me should you have any questions or want to discuss the proposed modifications.

Sincerely,

[redacted]

Troy Dannen
Director of Athletics

Accepted By:

[redacted]

Matt Rhule Date

Approved By:

[redacted]

Jeffrey P. Gold, M.D. Date
President and CEO

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