PURDUE UNIVERSITY | Office of Legal Counsel

BOARD APPROVED
August 7, 2026
Cindy Ream
Corporate Secretary

MEMORANDUM

To: Members of the Compensation Committee and Board of Trustees

From: Steve Schultz, SVP and General Counsel SRS

Cc: Mitchell E. Daniels, President

Re: Ratification of Appointment and Related Terms for Vice President and Director of Intercollegiate Athletics

Date: August 4, 2026

Attached for ratification by the Compensation Committee (and subsequent ratification by the full Board via the consent agenda) is the appointment of Thomas (Tommy) H. McClelland II as Purdue's next Vice President and Director of Intercollegiate Athletics, together with the offer of employment and related term sheet signed last week by Mr. McClelland.

In addition to your ratification of these terms and conditions at this week's stated meeting, and consistent with past practice, we request that authority be delegated to the President and the Chair of the Compensation Committee to prepare, execute, and deliver the definitive form of the employment agreement through discussions with Tommy's legal representation.

In the meantime, your ratification of this appointment and related terms is respectfully requested.

PURDUE UNIVERSITY | Office of the President

Via Electronic Mail (gsugiyama@dhrglobal.com)

July 31, 2026

Thomas H. McClelland II
c/o Glenn Sugiyama, DHR Global
151 N. Franklin Street, Suite 2175
Chicago, IL 60606

Re: Offer of Employment as Vice President and Director of Athletics

Dear Tommy,

I am pleased to offer you employment as Vice President and Director of Athletics at Purdue University, subject to formal ratification by the Board of Trustees at its stated meeting scheduled for August 7, 2026. In this capacity, you will report directly to me and, as a senior staff member, serve as a key strategic leader at the University. You will have responsibility for leading, planning and coordinating all aspects of Purdue's Intercollegiate Athletics program. We anticipate that you will begin on or before September 1, 2026. The initial term of your appointment will be through June 30, 2032.

Your compensation, benefits and perquisites are as described in Attachment 1 to this letter. The terms contained in Attachment 1 will serve as the basis of a definitive Employment Agreement between Purdue University and you. You and Purdue agree to negotiate in good faith and finalize the definitive agreement as quickly as possible, including any more detailed terms not included in Attachment 1.

This offer is contingent upon the results of a background check and personality test as well as your eligibility to work in the United States.

In anticipation of their formal vote one week from now, the Board of Trustees joins me in welcoming you to Purdue, and we greatly look forward to working with you. We trust that it will be mutually rewarding. Please indicate your acceptance of this position by signing where indicated on the Term Sheet, which should be returned to me on or before August 3, 2026.

Sincerely,

Signed by:
MEDaniels Jr
B34180EDED2745F

Mitchell E. Daniels, Jr.
President
Purdue University

cc: Gary Lehman, Chair, Board of Trustees
Mike Klipsch, Vice Chair, Board of Trustees

OFFICE OF THE PRESIDENT
Hovde Hall, Room 200
610 Purdue Mall, West Lafayette, IN 47907-2040
Office: 765-494-9708

ATTACHMENT 1 – TERM SHEET
DIRECTOR OF INTERCOLLEGIATE ATHLETICS
PURDUE UNIVERSITY

Term	Period for approximately six (6) years, beginning on or before September 1, 2026 and extending through June 30, 2032, with effective dates to be determined. Each July 1st through June 30th shall be deemed a "Contract Year", except for the first Contract Year which shall commence on the Effective Date and continue through June 30, 2027
Duties and Responsibilities	Leadership, proper conduct, strategic vision, planning and coordination of all aspects of Purdue's Intercollegiate Athletics Program including academic success, competitive success, compliance and fiscal responsibility
Compensation	
Base	\$1,000,000 Base Salary per Contract Year; Base Salary shall be increased by \$50,000 on July 1, 2027, and each July 1st thereafter, throughout the Term. Any additional Base Salary increases may be awarded based entirely on merit and based on criteria upon which the President and Athletic Director will mutually agree.
Deferred	\$250,000 each May 30th of the Term, to be deposited into designated tax-deferred instrument and in which you will be immediately 100% vested.
Incentives	Up to \$300,000 based on performance against incentive criteria, with such criteria to be determined jointly by university and AD, based on weighted metrics in key areas of focus such as, but not necessarily limited to: • Graduation Success Rate • Cumulative Grade Point Average • Big 10 Placement • Big 10 Championships • NCAA Tourney Success • NCAA Championships
Vehicle	A vehicle program will be provided on terms to be mutually agreed

Country Club		Purdue will provide full membership to the Lafayette Country Club
Other Perquisites		Season Tickets, Season Pass to Boilermaker Golf Complex, Apparel Allowance, Spouse/Family Travel to away and post-season sporting events.
Relocation Expenses		Up to $30,000, plus reimbursement for up to 4 weeks' temporary housing and 2 months' rental of storage facilities. Two coach airfare tickets up to four times between September 2026 and December 31, 2026. All airfare must be booked prior to December 31, 2026.
Existing Buyout Obligation		Purdue agrees to pay AD's contractual buyout obligation to his previous employer (Rice University) resulting from his acceptance of employment with Purdue in an amount up to $980,000, as well as any associated income tax liability that may result in a manner so that it is tax neutral to AD.
Expense Account		Purdue will provide a customary credit card account for Athletic Director's use for reimbursable expenses incurred in connection with official Purdue functions and department-related entertainment of faculty, staff, students, alumni and donors.
Benefits		Medical, Dental, Life, Disability and voluntary plan benefits consistent with full-time member of Purdue Management/ Professional Staff.
Termination		
For Cause		Notice in writing of acts constituting cause, defined to include customary bases such as fraud, bad faith, crimes, moral turpitude, insubordination, prolonged absence, etc.
Without cause		If he is terminated by Purdue without cause during the term, Athletic Director will be entitled to receive guaranteed compensation in an amount equal to 70% of his total base and deferred compensation remaining to be paid over the balance of the term of the agreement following date of termination, it being understood that such amount would be (1) payable over the same payment schedule that would be in effect had he remained in the position (e.g., on a monthly basis for the balance of the original term),

	and (2) subject to mitigation efforts by Athletic Director as described in the following paragraph. Athletic Director will be required to use reasonable efforts to mitigate Purdue's obligations under the foregoing paragraph by obtaining athletics-related employment (such as an athletics administration or management position at the intercollegiate or professional level), and shall notify Purdue in writing at least annually of his efforts to obtain such employment. In the event Athletic Director were to obtain athletics-related employment at a college or university or with any professional sports league or team during the continued payments period, he would immediately notify the President in writing, together with a summary of all fixed compensation to be paid to him in such position. In such a case, Purdue's ongoing payment obligations to Coach would be offset by all fixed compensation received by Coach pursuant to such new written employment, including base salary, deferred compensation, and compensation for radio, TV, and marketing appearances.
Buyout by AD	If Athletic Director elects to terminate the agreement voluntarily during the term, he would be required to pay Purdue: • $2 million, if he leaves at any time prior to June 30, 2027 • $1.75 million, if he leaves at any time prior to June 30, 2028 • $1.5 million, if he leaves at any time prior to June 30, 2029 • $1.25 million, if he leaves at any time prior to June 30, 2030 • $1.00 million, if he leaves any time prior to June 30, 2031 • $975,000 if leaves any time prior to June 30, 2032
Standard of Conduct	Adherence to applicable NCAA, Big 10 Conference and University bylaws, policies, rules and other requirements.
Governing Law	Indiana

Accepted:

Name 7-31-26
Date