



California State University MPP Athletic Coach Appointment Letter

On behalf of President Qayoumi, I am pleased to offer Ronald A. Caragher an appointment to the position of Football Head Coach at San José State University (University), a position within the California State University Management Personnel Plan (Section 42720 et seq. of Title 5 of the California Code of Regulations). This appointment is subject to the provisions of the Management Personnel Plan (MPP), as well as the rules, regulations, policies and procedures of the California State University (CSU) system and San José State University. This appointment includes the following provisions:

ARTICLE I – NATURE OF APPOINTMENT

1. Effective December 17, 2012, Ronald A. Caragher (Employee) will serve as an Administrator IV, in the CSU MPP.
2. As Football Head Coach, the terms of this appointment and service are governed by this Appointment Letter and the MPP policy which is found in Section 42720 et seq. of Title 5 of the California Code of Regulations. Any commitment to Employee regarding this service or appointment not expressly contained in this Appointment Letter or the Offer Letter or in the MPP is void. A copy of the MPP policy accompanies this Appointment Letter.
3. In accordance with Section 42723 of the MPP, no tenure or permanent status is granted with this appointment, and no tenure or permanent status can be achieved within the MPP. Employee serves at the pleasure of the campus President.
4. Future changes in salary and benefits will be in accordance with Section 42721 of the MPP and any salary increases will be based upon the employee's performance and the needs of San José State University. Employee will be entitled to participate in those fringe benefits available to persons covered by the MPP.
5. This appointment does not establish consideration for subsequent employment or any further rights. Subsequent employment will occur only if a new written appointment offer is made by San José State University and a new written Appointment Letter is signed by Employee and San José State University.

ARTICLE II - PUBLIC DOCUMENT

This Appointment Letter is a public document and the University may release copies of the Appointment Letter to persons requesting the same.

ARTICLE III - TERM OF EMPLOYMENT

3.01 Term of Appointment. The term of this appointment commences on December 17, 2012 and ends on December 31, 2017, unless sooner terminated in accordance with Article 3.02 or Article 6 below.

3.02 Non-Retention. San José State University reserves the right under the MPP to non-retain Employee from employment at any time without cause prior to the completion of the term of appointment. If employee is non-retained under this paragraph, Employee will be paid the total base salary and supplemental compensation (excluding the monthly vehicle allowance) remaining due to Employee through the end date of this appointment, unless Employee accepts comparable



professional employment. If such comparable employment is obtained, any earnings through this other employment will offset and be deducted from the payment owed through non-retention under this paragraph. The payment owed as a result of non-retention will be paid by the Tower Foundation. Apart from the payment described in this paragraph that is owed as a result of non-retention, this appointment and all obligations of San Jose State University and the Tower Foundation shall terminate upon non-retention.

ARTICLE IV – POSITION

4.01 Employment as Employee of University. Employee is hereby employed by the University. Throughout the term of this appointment, Employee shall use his best energies and abilities for the exclusive benefit of the University. Employee shall serve as the Football Head Coach.

4.02 Reassignment. It is understood and agreed by the parties, however, that the University retains the right under this Appointment Letter and the policies, rules and regulations of the University, to assign or reassign Employee to different duties in the same position or other positions with different duties during the term of this Appointment Letter.

4.03 Description of Employee's Responsibilities.

a. Recognition of Duties. Employee will comply with all rules, regulations, policies and decisions heretofore and hereafter established or issued by the University. Employee recognizes that his statements about the University are often publicized and agrees, to the extent objectively reasonable, to make only positive and constructive in tone any public comments he makes about the University, its policies or actions taken by senior administrators. Employee also agrees that, notwithstanding any provision of Section 4.03 to the contrary, while serving in this Appointment, he will not engage, directly or indirectly, in any business that would detract from his ability to apply his best efforts to the performance of his duties hereunder. Employee also agrees not to negotiate or enter into any agreement in conflict with agreements entered into by the University or the Tower Foundation.

b. General Duties and Responsibilities of Employee. While employed by the University as Football Head Coach, Employee will undertake and perform properly, efficiently, to the best of his ability and consistent with the standards of the University, all duties and responsibilities attendant to the position as set forth below and as outlined in the Position Description.

Employee will abide by and comply with the constitution, bylaws, rules and interpretations of the NCAA, all University rules and regulations relating to the conduct and administration of the football program including recruiting rules, as now constituted or as any of the same may be amended during the term hereof, as well as the applicable constitution, bylaws, rules and regulations of the athletic conference of which the sport is a member. Such legislation, to the extent applicable, is incorporated herein by reference and to the extent inconsistent herewith shall prevail over the terms of this Appointment Letter. Modifications, changes, additions or deletions to such legislation shall automatically apply to this Appointment Letter without the necessity of a written modification. In the event Employee becomes aware, or has reasonable cause to believe, that violations of such constitutions, by-laws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Athletic Department's Director of Compliance as well as to his immediate supervisor.

Employee will adhere to, respect and follow the academic standards and requirements of the University with regard to the recruiting and eligibility of prospective and current student-athletes. All academic standards, requirements and policies of the University shall be observed by Employee at all times and shall not be compromised or violated. It is the goal and desire of both the University and Employee that student-athletes in the football program will achieve at the highest possible academic level, with the expectation that the team's NCAA Academic Progress Rate will meet or exceed NCAA threshold minimums and the graduation rate for these student athletes will be above the graduation

rate for the general undergrad population at the University, or the Employee will provide a written Graduation Rate Improvement Plan to be placed in the Employee's Open Personnel File. The academic progress of student-athletes is an area on which the Employee will receive significant evaluation in the annual performance review.

c. Specific Duties and Responsibilities. The duties and responsibilities assigned to Employee in connection with his position as Football Head Coach are as set forth below and as outlined in the Position Description provided with the Appointment Letter. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities provided for elsewhere in this Appointment Letter.

d. General Description. The position of Football Head Coach is a specialized professional position. Employee is responsible for evaluating, recruiting, training, developing academic and social skills, as well as coaching student-athletes to compete successfully against the highest level of NCAA intercollegiate competition in a quality football program.

e. General Responsibilities. In his position as Football Head Coach, Employee is held directly accountable for these general responsibilities relating to the football program: overall management and administration of the football program, implementation of and compliance with the budget of the program, and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff. Employee is responsible for complying with the following:

- 1) Make every effort, working in cooperation with and support of athletics department's administrative and support officials to ensure that all student-athletes' academic and general welfare issues are addressed.
- 2) Have complete knowledge of the NCAA and conference rules and regulations and maintain strict compliance as well as attend all department rules education meetings unless the Director of Athletics or his designee gives prior approval for Employee's absence from such meetings.
- 3) Maintain reasonable discipline and be fair, empathetic and develop a positive relationship with the student-athletes, while motivating them to excellence in all aspects of life, including athletic and non-athletic endeavors.
- 4) Recruit exceptional high school prospective student-athletes who have a reasonable opportunity to gain a degree from San José State University and manage the team's roster in a manner that conforms to the department's stated policies regarding squad size, out-of-state residents and junior college and four-year institution transfers.
- 5) Be reasonably available to and cooperate with the media and appear before faculty, administrators, students, alumni, benefactors and civic groups as requested or assigned by the Director of Athletics or his designee.
- 6) Work to integrate intercollegiate athletics into the whole spectrum of academic life to complement the University and its mission in the community
- 7) Work within the confines of all rules, regulations, guidelines, policies and procedures of the athletics department and to ensure that those staff members within his charge do so as well.
- 8) Ensure that public statements remain complimentary regarding the athletics program and the University.
- 9) Maintain a professional, collegial, mature and rational demeanor and attitude at all times.
- 10) Advance the efforts of the Department of Athletics and the University toward diversity and gender equity. Fully support and abide by the CSU and San José State University's commitment to gender equity in education, including athletics, and its full compliance with Title IX of the Education Amendments to the Civil Rights Act of 1964. Employee will fully support and abide by CSU and San José State University's commitment to maintain a working and learning environment

where every student, employee and community member is treated with dignity and respect. Employee will support and comply with San José State University's commitment to maintain a safe and healthy living and learning environment for everyone.

- 11) All full-time coaches must have their own university email, voice mail addresses and cell phone numbers at which they can be contacted directly or be available to directly receive electronic and voice messages.
- 12) Accurately report all vacation and sick leave time and ensure that those in his charge do the same.

4.04 Employee May Be Disciplined for Violations of NCAA, Conference And University Rules And Regulations. If, after a University and/or NCAA investigation, Employee is found to have violated NCAA, athletic conference or University rules or regulations during prior employment at another NCAA member institution or while employed by the University, Employee shall be subject to disciplinary or corrective action. Should there be an investigation into any alleged violation; the Employee shall cooperate fully.

4.05 Reporting Relationship and Annual Evaluations.

a. Reporting Relationship. Employee shall report to the Director of Athletics or his designee. Employee's job duties and responsibilities shall be reviewed, revised and assigned from time to time by Employee's reporting superior, whether it is the Director of Athletics or his designee. Employee is expected to work closely with a variety of Athletics Department and University staff on all matters affecting the University's athletics program or otherwise connected with the discharge of his duties as an employee of the University. Employee is expected to discuss or forward any employment or workplace issues with the Director of Athletics.

b. Annual Performance Evaluations. Employee's performance of his job duties and responsibilities will be initially evaluated after six months of service and thereafter Employee's performance will be evaluated annually on the job duties as described in this Appointment Letter and the Football Head Coach position description, which is attached. Additionally, included are the following quantifiable evaluation points:

- 1) Annual NCAA Academic Progress Rate (APR);
- 2) Annual team grade point average (team GPA);
- 3) Federal Graduation Rate (trending);
- 4) NCAA Graduation Success Rate;
- 5) Quantity and nature of Student-Athlete Code of Conduct violations;
- 6) Quantity and nature of NCAA compliance secondary violations;
- 7) Quantity and nature of Student-Athlete Drug/Alcohol violations;
- 8) Compliance with roster management, as assigned;
- 9) Fiscal management, efficiency and integrity;
- 10) Team Win/loss percentage;
- 11) Regular-season conference finish;
- 12) Computed national ranking (RPI, Sagarin, etc.);
- 13) Quantity and nature of conference reprimands regarding sportsmanship;
- 14) Quantity and nature of ICA letters of admonishment and reprimand regarding operations;
- 15) Student-athlete evaluation ratings and comments; and
- 16) Attendance at mandatory staff meetings (both excused and unexcused).

Additionally, other non-quantifiable points are: team-oriented demeanor; respect for student-athletes, peers, staff and management; general welfare of student-athletes; and recruiting efforts.

ARTICLE V – COMPENSATION

5.01 Terms and Conditions of Compensation. Employee shall be entitled to the compensation as described below. All payments to Employee are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which Employee is entitled or in which he participates, and are subject to all terms and conditions of this Appointment Letter concerning termination and restrictions on the search for other employment.

5.02 Compensation.

a. Base Salary. The guaranteed base salary paid by the University to Employee for his services and the satisfactory performance of the terms and conditions of this Appointment Letter shall be at the rate of \$21,514 per month or \$258,168 on an annual basis, payable in equal monthly warrants in accordance with the University pay calendar to Employee on or about the last day of each consecutive calendar month. Salary increases shall be paid to Employee at the same time and under the same conditions in accordance with MPP.

b. Supplemental Compensation. The Tower Foundation shall pay to the Employee supplemental compensation as indicated below so long as Employee is employed by San Jose State University in the position of Football Head Coach.

- a) Employee will receive \$22,236 per month for a total of \$266,832 for:
- Personal speaking engagements
 - Public relations appearances
 - "Coach's Shows"
 - The Nike Coach's Program
 - Other duties assigned by the Director of Athletics

- b) Employee will receive \$500 per month as a vehicle allowance.

c. Incentive Compensation. The Tower Foundation shall pay to the Employee incentive compensation as indicated below if the criteria is met and so long as the Employee is still employed at the University on July 1st following the season or academic year in which the incentives are obtained.

The incentive compensation will be paid in one lump sum in July following the season or academic year in which they are obtained.

Incentive compensation criteria:

- a) \$40,000 if the football team wins a conference championship
- b) \$100,000 if the football team plays in one of the BCS bowl games
- c) \$10,000 if Employee is named Conference Coach-of-the-Year
- d) \$40,000 if the football team wins eight or more games in a season
- e) \$10,000 if the football team participates in a bowl game other than a BCS bowl game
- f) \$5,000 if the football team's single year APR score is 960 or higher beginning with the 2013-14 academic year

d. Benefits. Employee shall be entitled to the standard benefits provided through employment with the University as outlined in the CSU Management Personnel Plan (MPP) Benefits Overview including insurance, sick leave, vacation, and retirement contributions based upon the amount paid pursuant to paragraph a., above. Accrual of vacation credit and sick time will be subject to this Appointment Letter and CSU Management Personnel Plan (MPP). Use of vacation credit and sick time will be subject to department policy. Upon termination of employee's employment with the

University, unused vacation will be paid in a lump sum or will extend the term of the appointment until such time as any unused vacation is exhausted, at the discretion of the Director of Athletics.

5.03 Opportunities to Earn Outside Income. Employee shall, at the discretion of the Director of Athletics, be permitted to engage in activities and enter into agreements with other persons for additional compensation, benefits or perquisites that relate to but are separate and independent from Employee's employment as Football Head Coach at San José State University subject to the following conditions set forth below. Such agreements must be approved in writing, before being entered into, by the Director of Athletics to ensure that they do not conflict with his employment obligations, violate any conflict of interest laws, rules or regulations that apply to his employment, are not prejudicial to the best interests of San José State University and its Athletics Department, or interfere with the performance of his duties for San José State University. Employee is required to comply with the conflict of interest laws that govern the CSU.

In addition to the above conditions, the following terms and conditions shall apply to each case in which Employee seeks to make, or makes, arrangements to earn outside income as a result of his employment as Football Head Coach.

a. University Obligations Are Primary. Such outside activities shall not interfere with the full and complete performance by Employee of his duties and obligations as a University employee, recognizing always that Employee's primary obligations lie with the University and its students.

b. Compliance with Laws, Rules & Regulations. In no event shall Employee accept or receive, directly or indirectly, any monies, benefits, services or other gratuity whatsoever from any person, business entity, University booster club, alumni association or other benefactor, if such action would violate: (A) any applicable law, statute or regulation; (B) applicable policies, rules or regulations of the University; or (C) NCAA legislation or the constitution, bylaws, rules, regulations or interpretations thereof of the NCAA or the athletic conference of which the University is a member, as now or hereafter enacted. Changes to such laws, policies, rules, regulations, legislation, constitution, bylaws or interpretations thereof shall automatically apply to this Appointment Letter without the necessity of a written modification.

c. University Is Not Liable. Employee's arrangement(s) for outside income and the activities hereunder are independent of Employee's University employment, and the University shall have no responsibility or liability for payment of any such income or for any claims arising there from under any circumstances whatever. Employee agrees to defend, indemnify and hold the University harmless with respect to claims of any type whatsoever that arise from or relate in any way to Employee's outside activities and outside income.

d. Commercial Endorsements. Employee may undertake commercial endorsements of products and services subject to the following: no mention of, any use of San José State University identifiable equipment or facilities; no use of the University's marks, slogans, logos or music. Prior to extensive discussion regarding any commercial endorsements, Employee will review the existing environment with the Director of Athletics to ensure that there are no potential conflicts with departmental or University policies or Athletics Department sponsorship agreements. All further discussions and/or negotiations with any third party regarding endorsements must include the Director of Athletics or his designee.

e. Income from Written Materials. Employee shall be entitled to write and release books and magazines and newspaper articles or columns in connection with his position as Football Head Coach. Employee agrees to act in a professional manner and protect the best interest of the University and Department of Athletics in all such matters.

f. **Shoe, Apparel and Equipment Contracts.** Employee may not enter into any contracts with shoe, apparel, sports-related equipment or supplies vendors, including with manufacturers, distributors or sellers or any party, who have an exclusive use agreement with San José State University or the Tower Foundation, or which would be in conflict with a contract, corporate sponsorship, or endorsement of the University or the Tower Foundation. Prior written approval by the Athletic Director is required for any contracts not precluded.

g. **Sport Camps.** Employee shall have the opportunity to conduct youth sport camps and realize the additional income. All sport camps must comply with all NCAA, University, and Department policies, procedures and regulations. If the sport camps are conducted on the San Jose State University campus, Employee may utilize name, marks, slogans, music or logos of the University. If the sport camps are conducted off the San Jose State University campus, Employee is prohibited from utilizing any reference to the University including name, marks, slogans, music, or logos.

h. **Income from Coach-Participation Broadcast Properties.** Employee shall be entitled to participate in regularly-scheduled radio, television, internet-based broadcast programming, or any other medium related to San José State University, Football Head Coach (e.g.: coach's show, pregame show, etc.). In all regularly-scheduled media programs when the coach is expected to represent the interests of any San José State University team, the University, the Department of Athletics or the Tower Foundation, the University and/or its representatives shall maintain all rights to such broadcasting properties and shall be solely responsible for arranging any and all agreements with a broadcast partner. The Employee may be compensated by the Tower Foundation or San José State University representative in the form of a talent fee which will be mutually determined by the University or its representatives and the third-party broadcast partner. Employee agrees to act in a professional manner and protect the best interest of the University and Department of Athletics in all such matters whether or not the Employee is expected to comment on any San José State University team, the University, the Department of Athletics, the Tower Foundation, or any of their agents or employees.

i. **Disclosure of Outside Income.** In accordance with NCAA regulations, Employee shall report annually in writing to the University's President, through the Director of Athletics, on or before May 30 of each year, all athletically related income from all sources outside the University and the University shall have reasonable access to all records of Employee necessary to verify the information contained in such report(s).

5.04 Conflict of Interest Laws. As an employee within the CSU MPP, Employee is required to comply with all conflict of interest laws that govern the CSU.

ARTICLE VI - TERMINATION

6.01 Suspension or Termination for Cause. Notwithstanding any other provision of this Appointment Letter, this appointment may be terminated by San José State University, without further obligation of CSU or San José State University, or Employee may be suspended without pay for a period determined by the President or designee, if the President or designee finds that the employee has committed any of the following acts or omissions (for cause):

- a) gross negligence;
- b) insubordination;
- c) willful and knowing violation of the rules of NCAA, or an athletic association or conference of which San José State University is a member, or knowing participation in any violation of such rules, or failure to report violations by San José State University coaches, athletes, or Department staff of which Employee has knowledge;
- d) dishonesty;
- e) immoral conduct;
- f) unprofessional conduct;

- g) incompetence;
- h) failure or refusal to perform the normal and reasonable duties of the position;
- i) conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- j) fraud in securing this appointment;
- k) addiction to the use of controlled substances;
- l) drunkenness on duty;
- m) conduct which is seriously prejudicial to the best interests of San José State University, or its athletic program, or which is a material violation of San José State University's mission;
- n) breach of any of the terms, duties or responsibilities set forth in this Appointment Letter.
- o) any cause adequate to sustain the dismissal of any other San José State University employee under applicable law and San José State University policies and procedures.

Employee shall be entitled to utilize the reconsideration procedures available under MPP § 42728.

In the event this appointment is terminated for cause in accordance with the provisions of this Appointment Letter, all San José State University and the Tower Foundation obligations to Employee under this appointment subsequent to that date shall cease. In no case shall the University be liable to Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships, or from any other source whatever that may ensue as a result of the University's termination of this appointment. This provision does not preclude the University from exercising its right to non-retain the Employee without cause pursuant to Section 3.02 of this Appointment Letter.

6.02 Constructive Resignation. In the event that Employee is reassigned from the position of Football Head Coach and obtains other employment or refuses to accept the reassignment or perform the duties to which he may be reassigned, Employee shall be deemed to have resigned his employment and, as of the date such other employment has begun, all compensation and other obligations owed by the University to Employee under this Appointment Letter shall cease. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources whatever that may ensue as a result of Employee's termination of this appointment. The provisions of this subsection shall be without prejudice to any rights the University may have under applicable state or federal law.

ARTICLE VII – LIMITATION ON SEEKING OTHER EMPLOYMENT

7.01 Limitation. Employee has special, exceptional and unique knowledge, skill and ability as a coach at the intercollegiate level which, in addition to the continued acquisition of coaching experience at the University, as well as the University's special need for continuity in its athletics program, renders Employee's services unique. Employee shall not seek, discuss or negotiate for employment requiring performance of duties prior to the expiration or termination of this Appointment Letter without first personally notifying the Director of Athletics.

In the event the Employee negotiates employment at another organization prior to the expiration of this contract, Employee agrees to pay the University a buy-out settlement as follows: if Employee leaves between the time period of December 17, 2012 and January 30, 2016, the Employee will pay \$750,000; if Employee leaves between February 1, 2016 and June 30, 2017, the Employee will pay \$550,000. In all such circumstances, Employee shall also waive any claims for payments from the University or the Tower Foundation remaining under the terms of this contract.

7.02 Release from Limitations. Employee shall be released from the restrictions of Section 7.01 of this Appointment Letter in the event the University exercises its right to reassign Employee from his position as Football Head Coach, as provided in Section 4.02 of this Appointment Letter.

ARTICLE VIII – MISCELLANEOUS

8.01 University Retains All Materials and Records. All materials or articles of information, including, without limitation, personnel and student-athlete records, recruiting records, team information, videos, films, statistics or any other material or data, furnished to Employee by the University or developed by Employee on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole and confidential property of the University. Within three (3) days of the expiration of the term of this Appointment Letter or its earlier termination as provided herein or the reassignment of Employee from his position as Football Head Coach, Employee shall deliver any such materials in his possession or control to the University.

8.02 Employee Will Not Incur Indebtedness. It is mutually agreed and understood that Employee shall not incur any indebtedness or sign any contracts for or on behalf of the University or the Tower Foundation.

8.03 Employee Will Not Make Investments Competitive with University Objectives. During the period of employment hereunder, Employee shall not make or continue to hold any investment in or be associated with any enterprise that could be deemed to be competitive with the University's objectives and philosophies or with the University's intercollegiate program, without first having obtained the written approval of the University's President.

8.04 Notice. Any notice or other communication which may or is required to be given under this Appointment Letter shall be in writing and shall be deemed to have been given on the earlier of either the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other.

If to Employee: Ronald A. Caragher



If to University: San José State University
Director of Athletics
One Washington Square
San José, CA 95192-0062

8.05 Gender and Neuter Provision. As used in this Appointment Letter, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context permits.

8.06 Personnel File. A copy of the executed Appointment Letter will be placed in the Employee's Personnel File five days (5) from the date of completed execution of this Appointment.

8.07 Supersede Provision. This Appointment Letter together with the Offer Letter supersedes any other communications between Employee and the University with respect to the terms of employment. Any promises or statements of inducement made by any agent or representative of the University that

Ronald A. Caragher
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are not contained in this Appointment Letter or the initial Offer Letter shall not be valid or binding on the University.

8.08 **Expiration of Offer.** If Employee has not accepted by the close of business on December 27, 2012, this offer expires automatically. The Appointment Letter must be returned to the office of the Director of Athletics for processing on or before the expiration date.

JANUARY 16, 2013 *RB*

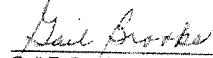
Your written acceptance of this appointment is required. If you decide to accept this appointment, please date and sign this page in the space below and return the original of this letter to me. A copy is provided for your records. Written acceptance of the terms of this appointment by the Tower Foundation is also required.

Sincerely,


Gene Bleymaier
Director of Athletics

The signature below manifests approval for definite term appointment and supplemental compensation by California State University's Vice Chancellor for Human Resources.


Signed


Gail E. Brooks
Vice Chancellor of Human Resources, California State University

1/8/13
Date

The signature below manifests acceptance by the Tower Foundation of its obligations under paragraph 5.02b and 5.02c of this Appointment Letter.

Signed


Leslie Rohn
Chief Operating Officer, Tower Foundation

12/19/12
Date

My signature below manifests my acceptance of the appointment as described in this Appointment Letter and in the Offer Letter.

Signed


Ronald A. Caragher

1/10/13
Date