

**AMENDED AND RESTATED
MULTIPLE-YEAR FOOTBALL HEAD COACH CONTRACT**

This Amended and Restated Multiple-Year Football Head Coach Contract (this "Contract") is executed by and between the ARIZONA BOARD OF REGENTS ("Board") for and on behalf of ARIZONA STATE UNIVERSITY ("University") and its Department of Sun Devil Athletics ("Department"), and Michael Todd Graham ("Coach").

RECITALS

A. The University and Coach entered into a Multiple-Year Football Head Coach Contract, dated as of March 5, 2012 (the "Original Contract"), pursuant to which the University employed Coach to build and sustain an intercollegiate football program ("Program") of national stature.

B. The parties desire to extend the term of, and make certain changes to, the Original Contract and have determined that it would be best to merge the terms of the Original Contract in this Contract.

C. The University intends to provide financial support to the Program in an amount sufficient to operate a first-class program that is competitive with other top-ranked programs, and Coach desires to and commits to strive to run a first-class program that is competitive with other top-ranked programs.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment. The University hereby employs Coach as head coach for the Program for a term commencing upon approval of this Contract by the Board and execution by the parties and ending on the date set forth in Exhibit A hereto (the "Expiration Date"). Coach agrees to and hereby accepts employment as head coach and agrees to perform the duties of this position faithfully and diligently. Coach shall be responsible to, and shall serve at the pleasure of, the University's Athletics Director (the "Director") and shall report directly to the Director. Coach shall also be under the general supervision of the University's President.
2. Duties.
 - a. Basic Duties.
 - i. Supervision. Coach is responsible for supervising, planning, and coordinating the activities of the Program with integrity and in a manner that is consistent and in compliance with the constitution, bylaws, rules and regulations (collectively, and as amended from time to time, the "Legislation") of the National Collegiate

Athletic Association (the “NCAA”) and the Program’s athletic conference (the “Conference”) as well as the academic goals of the University.

- ii. Coaching Duties. Coach will perform in good faith such coaching duties as are consistent with Coach’s position as head coach of the Program and are properly and reasonably assigned to Coach from time to time by the Director, including but not limited to:
 1. Academics. Encourage academic progress, in conjunction with faculty and the University, of student-athlete Program members toward graduation;
 2. Teaching. Teach the sport’s mechanics and techniques to student-athlete Program members;
 3. Coaching. Coach student-athlete Program members, analyze performance and instruct student-athletes in areas of deficiency;
 4. Development. Develop the Program for sport competition and oversee daily practice of student-athlete Program members;
 5. Promotion. Promote the University, the Department and the Program, as requested by the marketing and/or the communications office and/or the Director;
 6. Recruiting. Recruit talented student-athletes for the Program who Coach believes in good-faith will qualify under the Legislation;
 7. Cooperation. Cooperate with academic services and student services for the benefit of student-athlete Program members;
 8. Administration. Maintain responsibility for administrative duties, including without limitation, reasonable budgetary duties pertaining to the Program;
 9. Supervision. Supervise and monitor the Program’s assistant coaches and staff and their activities, including without limitation, compliance with the Legislation and provide annual evaluations thereof;
 10. NCAA/Conference Legislation. Conduct the Program in accordance with the Legislation (including, without limitation, the rules relating to sportsmanship, illegal gambling, illegal betting and bookmaking);
 11. Rules. Abide by the applicable Board policies and University rules, regulations and policies (collectively, the “Rules”) as may be in effect from time to time;

12. Discipline. Promote an environment of self-discipline and accountability among student-athlete Program members, coaches and staff that emphasizes each person's responsibility to represent the University positively and professionally in personal appearance, conduct and performance; and
13. Camp. Conduct a camp as directed by the Director to enhance public support of the Program and, if requested by the Director, enter into a camp agreement with the University to that effect.

b. Additional Duties.

- i. In addition to performing the basic duties of Coach under Section 2(a) and the other obligations of Coach set forth in this Contract, Coach will:
 1. University Media Activities. Participate in any media programs that are the subject of contracts between the University and any media stations or outlets consisting of radio and television shows, interviews, appearances, webcasts, programs and all other content in any form (whether now existing or hereafter developed) and regardless of how distributed in which Coach is appearing as the University Program head coach ("University Media Activities");
 2. University Development Activities. Participate in development activities on behalf of the University and the Department ("University Development Activities");
 3. University Public Relations Activities. Participate in public relations activities on behalf of the University and the Department ("University Public Relations Activities"); and
 4. University Promotion Activities. Engage in endorsement and promotional activities for: (A) athletic equipment, athletic clothing, athletic shoes and other athletic apparel ("Athletic Items") that are from time to time the subject of marketing or promotional agreements of the University with manufacturers, retailers, wholesalers, vendors or others; and (B) sponsors of the University and the Department ("Sponsors"), including sponsors contracted or otherwise obtained by the holders or assignees (present and future) of the Department's multi-media rights (collectively, "University Promotion Activities").
- ii. The University Media Activities, the University Development Activities, the University Public Relations Activities and the University Promotion Activities in which Coach is obligated to participate will be reasonable and will include, without limitation, the following or reasonable variations of the following, to the extent requested by the University:

1. Additional Media. Media activities as the University may arrange from time to time including those described in Section 2(b)(i)(1) as well as call-in shows and specials relating to playoff or bowl games and any other media activities arranged by the University or by the holders or assignees (present and future) of the Department's multi-media rights;
 2. Additional Speaking. Speaking engagements, booster club and/or alumni association luncheon, dinner and other appearances, news conferences and personal radio, television and other media appearances on behalf of the University and the Program in addition to the items described in Section 2(b)(ii)(1) above;
 3. Additional University Promotional Activities. Participation in University Promotion Activities, including without limitation, wearing and using, endorsing, making personal appearances on behalf of and otherwise promoting Athletic Items and Sponsors.
- iii. Use of Athletic Items; No Competing Athletic Items. Coach will wear and use Athletic Items at practices and competitions and at any camps conducted by Coach to the extent included in University Promotion Activities. Coach will not wear, use, endorse, make personal appearances on behalf of, or otherwise promote goods, services or products that are in competition with either Athletic Items covered by agreements of the University or the goods and/or services of Sponsors (collectively, "Competing Goods, Services or Products").
 - iv. Exclusive Control. Notwithstanding anything in this Contract to the contrary, University shall have exclusive control over the nature and extent of University Media Activities, University Development Activities, University Public Relations Activities and University Promotion Activities.
 - v. Right to Contract. Notwithstanding anything in this Contract to the contrary, Coach grants to University the exclusive right to enter into arrangements and agreements with third parties, including Sponsors, for (A) personal services by Coach to radio and television stations and to other media outlets (whether now existing or hereafter developed) and (B) the endorsement or promotion of Athletic Items (including without limitation, wearing and using athletic equipment, athletic clothing, athletic shoes or other athletic apparel during practice or competition and during camps) and the goods and/or services of Sponsors. Coach will provide Coach's personal services pursuant to such agreements and arrangements.
 - vi. Use of Image and Publicity Rights. In connection with the matters described in this Section 2(b), Coach hereby agrees that during the period of Coach's employment with the University, the University shall have the right (and shall be permitted to assign such right to others) to use, display and exhibit the Coach's

name, likeness (actual, simulated or otherwise), image, voice, personality and/or other publicity rights.

3. Applicable Board Policy.

a. Multiple Year Appointments. Coach's employment is subject to, without limitation, Board policy sections 6-1001 through 6-1003 entitled "Multiple Year Appointments of Head Coaches and of Intercollegiate Athletics Directors."

b. Change to Board Policy. Any change to such Board policy will automatically apply to this Contract, without the necessity of a written modification, regardless of notification to Coach and regardless of receipt by Coach of a copy. Without affecting the application to this Contract of changes, the University agrees to give to Coach a copy of any such changes to Board policy. Coach consents in advance to such changes in Board policy and, therefore, acknowledges that no such change in Board policy will be a basis for a claim of breach of this Contract against the University under contract law or other applicable law.

i. Impairment. Nothing in this Section 3 will preclude Coach from asserting in a court of competent jurisdiction that a change in Board policy constitutes an unconstitutional impairment of this Contract within the meaning of the Arizona Constitution, Article 2, Section 25, or the United States Constitution, Article I, Section 10. Coach will first give the University written notice and a reasonable opportunity to cure any such alleged impairment.

ii. Termination. Notwithstanding anything in this Section 3 to the contrary, Coach may terminate this Contract on thirty (30) days advance written notice without any further obligation to the University if the following criteria are met:

1. Criteria.

a. A change in Board policy materially diminishes the economic benefits to Coach of this Contract;

b. Coach has given the University written notice of such diminution;

c. Following such notice, Coach has given the University a reasonable opportunity to cure such diminution of economic benefits;

d. The University has not effected a cure reasonably acceptable to Coach; and

e. Coach has waived in writing Coach's right to assert that such change in Board policy constitutes an unconstitutional

impairment of this Contract within the meaning of the foregoing constitutional provisions.

2. Effect of Termination. If the criteria set forth in Section 3(b)(ii)(1) above are met and Coach terminates this Contract, Coach will not be obligated to pay any amount to the University under Section 17 hereof, regardless of whether termination occurs on or before the Expiration Date.
4. Base Salary.
 - a. Base Salary. Coach's per annum base salary ("Base Salary") will be as set forth on Exhibit A hereto. This Base Salary is in consideration of Coach performing the basic duties described in Section 2(a) and the other obligations of Coach set forth in this Contract (except the additional duties described in Section 2(b)).
 - b. Contract Year. Irrespective of the date this Contract is executed and the termination date of this Contract, references in this Contract to a contract year ("Contract Year") or to amounts payable or events occurring "per annum" or "annually" or in a Contract Year refer to the twelve consecutive-month periods beginning January 1 and ending December 31 of the given Contract Year.
 5. Additional Salary. In consideration of Coach performing the additional duties described in Section 2(b), Coach will receive the per annum additional salary ("Additional Salary") set forth on Exhibit A, which will increase as provided in Exhibit A.
 6. Payment of Base Salary and Additional Salary. Coach's per annum Base Salary and Additional Salary will be paid in bi-weekly installments in accordance with the payroll policies of the University.
 7. Supplemental Compensation.
 - a. Academic Performance. The University will pay to Coach annually the largest applicable amount, if any, for academic performance milestones reached by student-athlete Program members as set forth on Exhibit A.
 - i. Definitions and Criteria. For purposes of this Section 7(a) and Exhibit A, the following terms have the following meanings and criteria.
 1. Definition of GPA and Means of Calculation. For purposes of this Contract, "Grade Point Average" means, for a Contract Year, the grade point average as computed by the University for the fall and spring semesters of the University academic year immediately preceding the respective August 15

computation date for GPA Student-Athletes (defined below) attending the University during either or both of those semesters.

a. GPA is calculated as follows:

- i. Step One: Compute the GPA for each person that is a GPA Student-Athlete for the fall semester and the GPA for each person that is a GPA Student-Athlete for the spring semester. In computing the GPAs for the fall semester, leave out deleted lower division courses that were repeated in the spring semester.
- ii. Step Two: Add all individual semester GPAs computed in Step One together.
- iii. Step Three: Add the number of GPA Student-Athletes for the fall semester to the number of GPA Student-Athletes for the spring semester.
- iv. Step Four: Divide the sum from Step Two by the sum from Step Three.

b. GPA will be calculated as of August 15 of the Contract Year.

2. GPA Student-Athlete. "GPA Student-Athlete" means, for any semester, all persons that are Program student-athletes enrolled in the University during the semester who are on the final NCAA squad list for that academic year and received athletic aid from the University during the academic year. Notwithstanding the foregoing, GPA Student-Athlete shall not include:
 - a. Post-eligibility student-athletes and medical non-counter student-athletes who have received their undergraduate degrees; and
 - b. Undergraduate post-eligibility student-athletes and medical non-counter student-athletes unless such student-athletes are either (A) enrolled as full time students during the semester, or (B) enrolled in all courses required for them to complete their undergraduate degrees.
3. Graduation Success Rate. "Graduation Success Rate" is defined as the current definition, as of the execution date of this Contract, adopted by the NCAA Committee on Academic Performance pursuant to NCAA Manual Section 23.02.2. In the event the definition or formula for determining the NCAA "Graduation Success Rate" for the Program is changed in the future, the parties agree to negotiate in good faith changes to the amounts identified on Exhibit A for Supplemental Compensation, if necessary, in order to reflect as similar a value as possible to the value as of the date of this

Contract. The Graduation Success Rate will be the NCAA Graduation Success Rate reported as of August 15 of the Contract Year.

ii. Eligibility.

1. Coach is eligible for payments under this Section 7(a) from the University through the last full academic year under the Contract.
 2. The amount under this Section 7(a) in each Contract Year will be earned by and payable to Coach only if Coach is employed as the Program head coach on the day of summer graduation in the respective Contract Year and will be paid to Coach on or about November 15 of the respective Contract Year, except that the amount under this Section 7(a) in respect to the last academic year under the Contract will be earned by and payable to Coach only if Coach is employed as the Program head coach on the Expiration Date.
- iii. Severability. If the payment of Supplemental Compensation based on a Graduation Success Rate shall for any reason be found invalid, illegal, unenforceable, or in conflict with any valid controlling law, rule or regulation: (a) such provision shall be separated from this Contract; (b) such invalidity, illegality, unenforceability, or conflict shall not affect any other provision hereof; and (c) this Contract shall be interpreted and construed as if such provision, to the extent the same shall have been held invalid, illegal, unenforceable, or in conflict, had never been contained herein.

b. Other Supplemental Compensation.

- i. Criteria. The University will pay to Coach the amounts prescribed for the achievements set forth on Exhibit A. This other Supplemental Compensation does not affect Base Salary or Additional Salary.
- ii. Supplemental Compensation under this Section 7(b) in each Contract Year will be earned by Coach only if Coach is employed as the Program head coach on the day of the event that is the basis for the University paying the amount.
- iii. It is the intention of the parties that this Section 7(b) apply to the regular season and the NCAA Division I postseason bowl games following that season.
- iv. Any payment due under this Section 7(b) shall be paid on or about ninety (90) days after the day of the event that is the basis for the University paying that amount, notwithstanding any expiration of this Contract.

8. Outside Compensation.

- a. Annual Disclosure. Coach will submit to the Director, the President of the University and the Chair of the Board annually a certification and report disclosing (to the extent

disclosure is required by NCAA and Conference Legislation) all sources of athletically-related income and benefits on forms provided by the University.

- b. Personal Service Agreements. Coach (or Coach's nominee) may enter into personal service agreements with others to provide personal services for Coach's exclusive compensation provided that:
 - i. Such agreements are limited to speaking engagements;
 - ii. Such agreements are permitted by the Legislation of the Conference and NCAA, state law and the Rules;
 - iii. Such agreements are approved in advance by the President of the University or the designee of the President, which approval shall not be unreasonably withheld; and
 - iv. Such services do not interfere with Coach's obligations under this Contract (including without limitation, Coach's additional duties under Section 2(b)).
- c. Compensation Belongs to Coach. Subject to Section 2(b) of this Contract, the University acknowledges that all fees and other compensation directly attributable to Coach's participation in any personal service agreements entered into by Coach (or Coach's nominee) will remain the property of Coach (or Coach's nominee). In this regard, all revenue from non University-requested speeches by Coach to organizations and all books written by Coach will be the sole property of Coach (or Coach's nominee) to the extent consistent with the Board's intellectual property policy. Coach will avoid any conflict between present and future University Media Activities, University Development Activities, University Public Relations Activities and University Promotion Activities.
- d. Limitations on Right to Contract.
 - i. Notwithstanding anything in this Contract to the contrary, except for arrangements made by the University or by the holders or assignees (present and future) of the Department's multi-media rights and except as set forth in Section 8(b) above, Coach will not provide Coach's personal services to any third party. In particular, Coach will not have in effect any relationships with manufacturers, retailers, wholesalers, vendors or other third parties.
 - ii. Coach may not enter into any personal service agreement that violates this Section 8 or the University's rights under Section 2(b) above. Coach may not use the University's name or any University logo or mark for personal gain.

9. Employee-Related Benefits and Fringe Benefits.

- a. Benefits.

- i. Coach will receive annually all employee-related benefits that are normally available to other University staff employees.
 - ii. Coach will receive annually the fringe benefits set forth in Exhibit B hereto, which may be modified annually with the agreement of Coach.
 - b. Benefits Subject to Change. The employee-related benefits and the fringe benefits provided by the University are subject to change from time to time by the Arizona Legislature, the Board or the University.
 - i. Termination. If changes in employee-related benefits or fringe benefits that are required by the Arizona Legislature, the Board or the University materially impair the economic benefit to Coach of this Contract, then Coach may terminate this Contract on thirty (30) days advance written notice subject to the following:
 - 1. Requirements.
 - a. Coach must give the University written notice of the impairment;
 - b. Coach must give the University a reasonable opportunity to cure such impairment; and
 - c. University must have failed to effect a cure reasonably acceptable to Coach.
 - 2. Effect of Termination. If Coach terminates this Contract pursuant to the requirements of this Section 9(b), then Coach will not be obligated to pay any amount to the University under Section 17 regardless of whether termination occurs on or before the Expiration Date.
10. Camps. All revenues from any camp conducted by Coach are reserved to the University.
11. Assistant Coaches and Other Staff.
- a. Coach will be authorized to hire the maximum number of assistant coaches as permitted by the NCAA Legislation and such other personnel as may be agreed to in writing by the Director. Coach is authorized to take all personnel actions, including without limitation, termination of employment, with respect to any assistant coach, as may be approved in writing by the Director, which approval will not be unreasonably withheld.
 - b. The parties hereby agree that the University's total allotted salary budget for the costs of employment of nine (9) assistant football coaches shall not be less than nor more than \$2,300,000 in the Program's 2013-14 season such amount to increase by \$200,000 per

year thereafter until the total allotted salary budget reaches \$3,000,000. Coach shall ensure the costs of employment of all such individuals shall remain within the University's allotted budget for said purposes. The parties hereby agree that the University shall employ one (1) football operations manager. The costs of employment of such individual shall remain within the University's allotted budget.

- c. If the Board allows multi-year contracts or other comparable compensation options for assistant coaches, the University will work to ensure such opportunities are provided to select members of the assistant coaching staff.
- d. In the event that either or both of the head strength coach and/or the football operations manager are no longer employed by the University, the University shall ensure their replacement at a combined salary no less than Three Hundred Seventy-Five Thousand Dollars (\$375,000) or the then prevailing wage whichever is greater. The University shall consult with Coach on any replacements to the current head strength coach and football operations manager.

12. NCAA and Conference Legislation.

- a. Application of NCAA and Conference Legislation. It is expressly understood and agreed by the parties that this Contract is subject to the Legislation promulgated and adopted by the NCAA and the Conference.
 - i. Such Legislation, to the extent applicable, is incorporated herein by reference and to the extent inconsistent herewith will prevail over the terms of this Contract.
 - ii. Modifications, changes, additions or deletions to such Legislation will automatically apply to this Contract without the necessity of a written modification of this Contract, regardless of notification to Coach, and regardless of receipt by Coach of a copy. Without affecting the application to this Contract of modifications, changes, additions or deletions, the University will give to Coach a copy of any such changes.
 - iii. If such modifications, changes, additions or deletions in NCAA or Conference Legislation will impair or reduce the University-provided economic benefits of Coach's employment, the University will substitute other reasonably equivalent and appropriate benefits permissible under the Legislation reasonably acceptable to Coach that will preserve for Coach the overall value and quality of this Contract.
- b. Representation Concerning NCAA and Conference Legislation. Coach represents and warrants to the University that Coach has not been sanctioned for any violation of Legislation of the NCAA, the Conference or any other conference with which Coach has been affiliated.

- c. Suspension or Other Disciplinary Action. Pursuant to NCAA Bylaw 11.2.1, Coach acknowledges that in addition to the actions the University may take in accordance with this Agreement, Coach is subject to disciplinary or corrective action by the NCAA as set forth in the provisions of the NCAA enforcement procedures (including suspension without pay or termination of employment for significant or repetitive violations) if Coach is found by the NCAA or the University to be in (or to have been in) violation of NCAA Legislation.
- d. Forfeiture of Bonuses for Violations of NCAA or Conference Legislation. Coach will forfeit and repay to the University any Supplemental Compensation or performance bonus paid to Coach when the achievements that were the basis for such Supplemental Compensation or performance bonus are vacated, diminished or in any way affected by any sanctions, whether self-imposed by the University or imposed by the Conference or the NCAA, resulting from:
 - i. violations of NCAA or Conference Legislation by Coach, and/or
 - ii. violations of NCAA or Conference Legislation relating to the Program by an assistant coach, other Program personnel or a student-athlete Program member, and either (A) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (B) Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA or Conference Legislation.

This Section 12(d) will apply regardless of whether (A) such violations of NCAA or Conference Legislation result in termination of this Contract or (B) Coach is still employed by the University. This Section 12 shall survive the expiration or earlier termination of this Contract.

- 13. University Records and Intellectual Property.
 - a. University Records. Personnel records, recruiting records, team information, films, statistics and any other material and data furnished to Coach by the University or developed by Coach under the University's direction or control or with the University's resources will remain the property of the University. In the event of Coach's termination as provided herein, Coach will immediately cause any such materials to be delivered to the University.
 - b. Intellectual Property. Any intellectual property developed by Coach in performing or otherwise relating to Coach's duties under this Contract will be subject to the Board intellectual property policy as in effect from time to time and any intellectual property policy of the University as in effect from time to time.
- 14. Payments by University Subject to Taxes; Payments after Death of Coach. The University and Coach acknowledge and agree that federal and state taxes, including,

without limitation, withholding taxes, will be withheld from all amounts paid to Coach under this Contract in accordance with applicable law. All payments earned by Coach under this Contract and payable after the date of Coach's death will be paid to Coach's estate.

15. Termination by University for Cause. This Contract may be terminated by the President of the University or the President's designee for "cause."

a. Definition. For purposes of this Contract, "cause" includes any of the following:

- i. Dishonesty. Demonstrated dishonesty of Coach;
- ii. Neglect. Material neglect by Coach of properly and reasonably assigned duties consistent with the position of Program head coach, including without limitation, supervision of assistant coaches and all other Program team personnel;
- iii. Improper Personal Conduct. Personal conduct that materially impairs Coach's fulfillment of assigned duties and responsibilities;
- iv. Violations of Code of Conduct. Material violation by Coach of the Code of Conduct or other Rules governing athletics or Department employees;
- v. Conflicts. Material violation by Coach of conflict of interest laws;
- vi. NCAA/Conference Legislation Violations by Coach. Significant or repetitive violation of NCAA or Conference Legislation (including without limitation, the rules relating to sportsmanship, illegal gambling, illegal betting and bookmaking) by Coach;
- vii. NCAA/Conference Legislation Violations by Others. Significant or repetitive violation of NCAA or Conference Legislation (including without limitation, the rules relating to sportsmanship, illegal gambling, illegal betting and bookmaking) relating to the Program by an assistant coach, other Program personnel or a student-athlete Program member, and either (i) the violation occurs or continues to occur after Coach knew or should have known that it was about to occur or was occurring, or (ii) the Coach failed to establish and maintain reasonable policies and procedures for the Program to prevent violations of NCAA or Conference Legislation;
- viii. Postseason Ineligibility. The Program is ineligible to participate in postseason competition as a result of failure to achieve minimum academic standards established by NCAA or Conference Legislation and Coach has repeatedly exhibited a grossly negligent failure to create and support an atmosphere of academic success and accountability;

- ix. Convictions. Conviction of Coach of a criminal act that constitutes either a felony, a misdemeanor involving moral turpitude or any other criminal act which demonstrates that Coach is not fit to serve in the position of Program head coach;
 - x. Conduct Affecting University. Participating in any conduct, committing any act, or becoming involved in any situation, occurrence or activity that brings Coach into public disrepute, contempt, scandal or ridicule or that reflects unfavorably on the reputation or the high moral or ethical standards of the University; or
 - xi. Breach. A material breach by Coach of any provision of this Contract or any representation made herein by Coach that is not cured by Coach upon thirty (30) days' written notice by the University.
- b. Suspension. If the President of the University or the Director determines that grounds exist for the termination of this Contract for cause and that the continued presence of Coach on the University campus will substantially interfere with the orderly functioning of the University, or a division thereof, the Director may suspend the Coach with pay and preclude Coach from all University-owned or operated facilities until the conclusion of the hearing provided for in this Section 15.
 - c. University Obligations to Coach for Termination for Cause. In the event of termination pursuant to this Section 15, the University's sole obligation to Coach will be payment of Coach's Base Salary and Additional Salary provided under Sections 4 and 5 (and where applicable, Supplemental Compensation provided for in Section 7) earned through the date of such termination.
 - d. Coach's Obligations to University for Termination for Cause. In the event of termination pursuant to Section 15(a)(vi) or (vii), any Supplemental Compensation or performance bonus paid subsequent to the date of the infraction of NCAA or Conference Legislation under this Contract or any prior contract between Coach and the University will be refunded by Coach to the University.
 - e. Fringe Benefits Will Terminate. If this Contract is terminated pursuant to any part of this Section 15, all fringe benefits furnished by the University will terminate on the date of termination of this Contract and the University will not be liable to Coach for any collateral business opportunities, personal service agreements or other benefits associated with Coach's position as Program head coach, but University will not interfere with Coach's efforts to terminate such arrangements and benefits in a manner that minimizes any cost to Coach.
 - f. Notice and Hearing. Prior to the effective date of a termination for cause, the University will conduct a pre-termination hearing within ten (10) days after receipt by Coach of a written notice of termination hearing.

- i. Statement of Reasons. The notice will include a statement of the reasons for the termination hearing.
- ii. Hearing. Except as provided in this Section 15(f), the University's Chief Human Resources Officer will conduct the hearing as the hearing officer.
- iii. University Designee. The designated hearing officer or other designee will conduct the hearing with the President (or the President's designee) and the Coach. The pre-termination hearing will be held before the recommended termination date. The President (or the President's designee) and the Coach will present their facts and documentation to the hearing officer. The hearing officer will then make a recommendation to the President (or the President's designee) based on the facts and documentation presented by both parties.
- iv. Coach Counsel. The Coach may have counsel present as an advisor, but counsel for the Coach may not actively participate in the hearing.
- v. Written Notice by University. If the determination of the pre-termination hearing is that cause for termination exists and if the University elects to terminate this Contract for cause, the University shall give written notice of termination to Coach including a statement of the reasons for termination.
- vi. Coach Request for Due Process Hearing. Within fifteen (15) days after receipt of the notice of termination, the Coach may submit to the President a written request for a post-termination due process hearing, which will be conducted by the American Arbitration Association (AAA) in accordance with its Employment Arbitration Rules. A request for arbitration shall not change the effective date of termination unless the arbitrator or a court of competent jurisdiction subsequently determines that there was not just cause for termination. In that event, the termination of Coach by the University will be deemed to be a termination by the University without cause and the liquidated damages provision in Section 16 will apply.
- g. Right to Assert Claim. Nothing in this Contract will preclude Coach from asserting in a court of competent jurisdiction a claim for actual damages in the event that the University breaches a material provision of this Contract, provided, however, Coach will first give the University written notice and a reasonable opportunity to cure such breach.
- h. Termination for Cause Due to NCAA Violations. In the event of termination pursuant to Section 15(a)(vi) or (vii), Coach will pay to the University damages, and not as a penalty, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), provided that such damages are sustained by the University as a direct result of a significant or repetitive violation of NCAA or Conference Legislation, which violation occurred during the period of Coach's employment at the University. Any claim by the University, if disputed by Coach, that such damages have been sustained will be resolved by arbitration in accordance with the Commercial Arbitration Rules of the

American Arbitration Association. Any amount payable by Coach under this Section 15(h) will be paid within sixty (60) days after written notice from the University or, if there is an arbitration, within sixty (60) days after the final determination by the arbitrator.

16. Termination by University without Cause; Liquidated Damages. This Contract may be terminated by the President of the University or the President's designee at any time without cause upon written notice to Coach.
 - a. Liquidated Damages. In such event, the University will pay Coach liquidated damages, in lieu of any and all other legal remedies or equitable relief. The liquidated damages shall be paid by payment of the Computed Amount (defined below) as follows:
 - i. Thirty-five percent (35%) of the Computed Amount in a lump sum payable on the next regularly scheduled payday unless that date falls within three (3) days of the termination date;
 - ii. Sixty-five percent (65%) of the Computed Amount in equal bi-weekly payments on the University's normal paydays for employees after the termination date until the then Expiration Date of this Contract.
 - iii. The payments by the University under this Section 16 will be subject to such withholdings as may be required by applicable state and federal laws as determined by the University. Coach understands that the lump sum present value of the Computed Amount (calculated as required by the Treasury Regulations issued under Section 457(f) of the Internal Revenue Code of 1986, as amended) shall be subject to federal and state income tax withholding and employment taxes (Social Security and Medicare taxes) on the date of termination, even though sixty-five percent (65%) of the Computed Amount is paid to Coach in installments. As a result of such immediate taxation on the lump sum present value of the Computed Amount, Coach acknowledges that all or a substantial portion of the initial thirty-five percent (35%) payment will be withheld to pay federal and state income tax withholding and employment taxes on the lump sum value of the Computed Amount.
 - iv. "Computed Amount" means an amount equal to one hundred percent (100%) of Base Salary and Additional Salary due to Coach under the remaining term of this Contract. In calculating the Computed Amount, it will be assumed that Coach's per annum Additional Salary would increase as provided in Exhibit A for the remaining term of this Contract.
 - b. Bargained For Consideration. The parties have bargained for this liquidated damages provision, giving consideration to the following:
 - i. This is a contract for personal services.

- ii. The parties recognize that a termination of this Contract by the University prior to its stated Expiration Date would cause Coach to lose Coach's salary, Supplemental Compensation, fringe benefits, certain other University-provided benefits and possibly other income and benefits provided by third parties, which damages are difficult to determine with certainty.
 - c. Fringe Benefits. All fringe benefits furnished by the University will terminate on the date of termination of this Contract.
 - d. Supplemental Compensation. In addition to the payment of liquidated damages, in the event of a termination under this Section 16, the University will be obligated to pay to Coach Supplemental Compensation provided for in Section 7 earned to the date of such termination.
 - e. No Liability for Collateral Business Opportunities. In the event of termination under this Section 16, the University will not be liable to Coach for any collateral business opportunities, personal service agreements, or other benefits associated with Coach's position as Program head coach. The University will not interfere with Coach's efforts to terminate such collateral business arrangements and benefits in a manner that minimizes any cost to Coach.
 - f. Resignation in Lieu of Termination. For purposes of this Section 16, at any time when no grounds exist for termination for "cause" under Section 15, the phrase, "termination without cause," shall include a nominal resignation by Coach made under circumstances when the Coach has been explicitly notified by the Director or the President of the University that Coach would be terminated without cause if Coach did not resign. Such a nominal resignation shall not be considered to be termination by the Coach under Section 17 but shall be considered termination by the University without cause and shall be subject to this Section 16.
17. Termination by Coach. Coach may terminate this Contract for any reason upon written notice to the University.
- a. Termination; Employment in Other Coaching Position. If such termination (other than by reason of death, disability or incapacity) occurs and if prior to the first anniversary of the date of termination under this Section 17, Coach is employed in another intercollegiate coaching position or a professional coaching position, the University shall collect from Coach an amount of liquidated damages, at the sole discretion of the President of the University, not exceeding the amount set forth on Exhibit A, and Coach shall pay such amount to the University or may arrange for Coach's hiring institution to pay the liquidated damages. This amount will be in lieu of any and all other legal remedies and equitable relief available to University, except that the University shall have the rights and remedies provided in Section 18. This Section 17 shall survive the expiration or earlier termination of this Contract.

- b. Death or Incapacity. Coach will be deemed to have terminated this Contract in the event Coach dies or becomes disabled or incapacitated and, if disabled or incapacitated, is continuously unable to perform any or all of Coach's obligations under Section 2 for a period of at least six (6) months.
 - c. Timing of Payment. Any payment due under this Section 17 will be made within thirty (30) days of the effective date of Coach being employed in another intercollegiate coaching position or a professional coaching position. The parties acknowledge that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement coach in addition to potentially increased compensation costs and loss of ticket revenues, which damages are difficult to determine with certainty and accordingly agree to this liquidated damages provision.
 - d. Setting Salary for Purpose of Calculating Damages. In calculating the amount of liquidated damages under this Section 17, it will be assumed that Coach's per annum Base Salary and per annum Additional Salary on the date of termination would remain in effect for the remaining term of this Contract.
 - e. University Obligations to Coach. In the event of termination by Coach under this Section 17, the University will be obligated to pay to Coach Coach's Base Salary and Additional Salary provided under Sections 4 and 5 (and where applicable Supplemental Compensation provided for in Section 7) earned through the date of such termination.
 - f. Fringe Benefits. All fringe benefits furnished by the University will terminate on the date of termination of this Contract.
18. Covenant Not to Compete. In the event of a termination of this Contract under Section 17, Coach agrees that Coach will not, without first obtaining the consent of the President of the University, obtain employment as a head coach with any Conference school for the time period remaining under this Contract. The parties agree that money damages would be inadequate to remedy a breach of this covenant. Therefore, the University will have the right to obtain from any court such equitable, injunctive or other relief as may be appropriate, including without limitation, enjoining Coach from violating this Section 18. This Section 18 shall survive the expiration or earlier termination of this Contract.
19. Availability of Funds. This Contract is subject to the provisions of A.R.S. Section 35-154.
20. Notices. Any notice permitted or required under this Contract shall be delivered to the following or their successors in the indicated positions and shall be effective upon delivery of the notice and the copies:

For Coach:

Todd Graham

For University:

Arizona State University

c/o Arizona State University
Sun Devil Athletics
P.O. Box 872505
Tempe, AZ 85287-2505

Sun Devil Athletics
P.O. Box 872505
Tempe, AZ 85287-2505
Attention: Director of Sun Devil
Athletics

With copy to:
Neil M. Cornrich
NC Sports, LLC
2000 Auburn Drive
Suite 315
Beachwood, Ohio 44122

With copy to:
Office of General Counsel
Arizona State University
P.O. Box 877405
Tempe, AZ 85287-7405
Attention: General Counsel

21. Interpretations and Applicable Law. This Contract is made under and will be interpreted according to the laws of the State of Arizona, without giving effect to conflicts of law principles. If any provision of this Contract or the application thereof is held invalid or unenforceable, the remaining provisions and their application will not be affected thereby and will continue to be fully effective and enforceable. Any action filed by the parties relating in any way to this Contract will be filed in the Maricopa County, Arizona, Superior Court.
22. Merger. This Contract constitutes the full and complete agreement of the parties hereto with respect to the specific matters described herein. No prior or subsequent written or oral understanding or representations pertaining to the subject matter of this Contract will be binding upon the parties hereto unless contained herein or set forth in the form of a written amendment to this Contract executed by the parties and, if University determines it to be required or appropriate, approved by the Board prior to becoming effective.
23. Attorneys' Fees. In the event of any litigation or formal dispute resolution relating to this Contract, the losing party shall reimburse the prevailing party for litigation and dispute resolution costs and expenses and reasonable attorneys' and paralegals' fees.
24. Binding Contract. This Contract shall be binding upon the successors and assigns of the University and Coach. However, neither Coach nor University may assign this Contract or any of its rights hereunder or delegate any performance under this Contract without the prior written consent of the other.
25. Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination (including, without limitation, the Americans with Disabilities Act), and affirmative action.

26. Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Contract if required by Section 12-133 of the Arizona Revised Statutes.

27. Conflict of Interest. The University's participation in this Contract is subject to Section 38-511 of the Arizona Revised Statutes which provides that this Contract may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the University is, at any time while this Contract or any extension thereof is in effect, an employee or agent of the other party to this Contract in any capacity or a consultant to any other party with respect to the subject matter of this Contract.

[Signatures on next page.]

DATED and effective as of July 1, 2013.

By: 
Michael Todd Graham

ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY

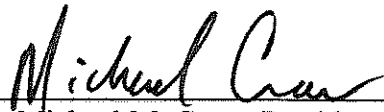
By: 
Michael M. Crow, President

EXHIBIT A

BASIC TERMS

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
1	Expiration Date	<p>June 30, 2018</p> <p>Provided that grounds do not exist for termination for cause under Section 15, the President of the University and the Director shall make a request to the Board that the term of this Contract be extended for one (1) additional year:</p> <ul style="list-style-type: none">• Following completion of the Program's 2013 season;• Following completion of the Program's 2014 season; and• Following completion of the Program's 2015 season. <p>Coach acknowledges that, under Arizona law, the granting or denial of any such extension is in the sole legal discretion of the Board.</p> <p>If the University does not extend Coach's contract or receive Board approval for an extension following completion of the Program's 2013, 2014 or 2015 seasons and thereafter terminates this Contract pursuant to Section 16 prior to the end of the Program's 2015 season, the University will pay to Coach \$2,500,000 in addition to all other amounts payable to Coach hereunder.</p>
4(a)	Base Salary	\$700,000
5	Additional Salary	<p>\$1,600,000</p> <p>Effective January 1, 2014, Coach's per annum Additional Salary will increase to \$1,700,000. Effective January 1, 2015, Coach's per annum Additional Salary will increase to \$1,800,000. Effective January 1, 2016, Coach's per annum Additional Salary will increase to \$1,900,000. On each January 1 thereafter, Coach's per annum Additional Salary will increase by \$50,000.</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
7(a)	Supplemental Compensation	<p>To the extent permitted by law, the University will pay to Coach annually the largest applicable amount, if any, for academic performance milestones reached by student-athlete Program members. Coach will receive one payment for the highest achievement:</p> <p>Grade Point Average 2.60 OR Graduation Success Rate 65% = \$50,000</p> <p>Grade Point Average 2.65 OR Graduation Success Rate 70% = \$75,000</p> <p>Grade Point Average 2.70 OR Graduation Success Rate 75% = \$100,000</p> <p>Grade Point Average 2.75 OR Graduation Success Rate 80% = \$125,000</p> <p>Grade Point Average 2.80 OR Graduation Success Rate 85% = \$150,000</p> <p>Grade Point Average 2.90 OR Graduation Success Rate 90% = \$175,000</p> <p>Grade Point Average 3.00 OR Graduation Success Rate 95% = \$200,000</p> <p>In addition, Coach will receive a bonus of 10% of annual salary (Base and Additional) if the football team's Academic Progress Rate is 970 or above.</p>
7(b)	Other Supplemental Compensation	<p><u>Conference Performance:</u></p> <p>Appearance in Pac-12 Conference championship = 10% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins Pac-12 Conference championship = 20% of that year's annual salary (Base and Additional)</p> <p><u>Post-Season Performance:</u></p> <p>Appearance in college football national championship game = 40% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football national championship game = 50% of that year's</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>annual salary (Base and Additional)</p> <p>Appearance in a major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 15% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 25% of that year's annual salary (Base and Additional)</p> <p>Appearance in non-major bowl game = one (1) month of that year's annual salary (Base and Additional)</p> <p><u>AND</u></p> <p>Wins non-major bowl game = \$25,000</p> <p><u>Regular and Post-Season Wins</u></p> <p>(Payment in this section is cumulative and is based on the assumption that the Program will play a twelve-game regular season. In the event the Program plays more or less than twelve regular season games, each bonus in this bonus structure will be adjusted accordingly so that twelve wins equals an undefeated season (e.g., if thirteen games are played, the bonus for eight wins will be paid for nine wins, etc.):</p> <p>8 wins = \$50,000 9 wins = \$100,000 10 wins = \$150,000 11 wins = \$250,000 12 wins = \$350,000</p> <p>Total Possible Bonus = \$900,000</p> <p><u>Coach of the Year Awards</u> (there will be a one-time payment for each achievement):</p> <p>National Coach of the Year = \$100,000</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Any other Coach of the Year = \$50,000</p> <p><u>Rankings in Final Polls</u> (there will be only one payment for the highest achievement)</p> <p>Top 5 Ranking in Final Poll = 3% of that year's annual salary (Base and Additional)</p> <p>Top 10 Ranking in Final Poll = 2% of that year's annual salary (Base and Additional)</p> <p>Top 25 Ranking in Final Poll = 1% of that year's annual salary (Base and Additional)</p>
17(a)	Termination by Coach/Liquidated Damages	<p>\$1,500,000; provided however, that if the University does not extend Coach's contract or receive Board approval for an extension following completion of the 2013, 2014 or 2015 seasons, then the liquidated damages payable by Coach under this Contract shall be eliminated. The liquidated damages amount shall remain at \$1,500,000 following the 2015 season provided that the term of this Contract remains at five years. If this Contract is not renewed and the term decreases to four years, then the liquidated damages amount payable by Coach hereunder will be reduced to \$1,000,000 for the remainder of the Contract.</p>

EXHIBIT B

ADDITIONAL FRINGE BENEFITS PROVIDED BY UNIVERSITY TO COACH

1. Six (6) complimentary football season tickets. Location of the seats for such tickets will be the best reasonably available. In addition, Coach will be entitled to the use of one (1) suite in Sun Devil Stadium for each home football game to be utilized Coach's personal use and for fundraising activities and enhancement of relations with university and community constituencies.
2. Six (6) complimentary men's basketball season tickets. Location of the seats for such tickets will be the best reasonably available.
3. Six (6) complimentary women's basketball season tickets. Location of the seats for such tickets will be the best reasonably available.
4. Six (6) complimentary men's baseball season tickets. Location of the seats for such tickets will be the best reasonably available.
5. Golf privileges for Coach's personal use at the Arizona State University golf course or Team Shop Allowance not to exceed \$5,000 per annum at faculty/staff rates and charges.
6. Subject to University policies and procedures and upon request of Coach, use and maintenance of up to two (2) late-model automobiles or a car stipend.
7. If requested by Coach, reimbursement of membership fees, monthly dues (including, monthly dues and monthly equity capital assessments) and any annual food minimum charges in a country club selected by Coach and subject to the reasonable approval of the University and in addition, if requested by Coach and approved by the University President, a social club (the country club and any social club are referred to as a "Club), to be utilized for fundraising activities and enhancement of relations with university and community constituencies, provided, however, such reimbursement under this Contract does not include food, beverage and other usage charges. If the Club permits the membership to be maintained in the name of the University, the membership will be maintained in the name of the University and there will be no reimbursement until (A) the membership is held in the name of the University and (B) the University has received documentation of payment of the membership fees or monthly dues or annual food minimum charges, as applicable. If the Club requires that the membership be maintained in the name of an individual member, (i) the membership will be maintained in the name of Coach, (ii) Coach will hold the membership as trustee for the University as beneficial owner of the membership, and (iii) before any reimbursement under this Contract, (A) the membership must be held in the name of Coach, (B) Coach and the University must execute a separate mutually acceptable agreement evidencing the trust arrangement and (C) the University must receive documentation of payment of the membership fees or monthly dues, as applicable.

Coach understands and agrees that the University plans to treat the above arrangement in the following manner for tax purposes:

(i) No part of the front-end equity fee will be taxable income to Coach, unless personal usage in any month exceeds 49.5% of the total usage in the month. In that event, an imputed interest amount of the original front-end equity fee will be calculated and will be reported as taxable income to Coach.

(ii) Coach must report each usage of the membership to the University. If Coach uses the membership for any use that does not qualify for reimbursement by the University under University policy, a portion of the monthly dues (social dues and equity capital assessment) and any annual food minimum charges will be reported by the University as taxable income to Coach. The taxable amount for monthly dues will be determined monthly based on the ratio of reimbursable events and personal events during the month. The taxable amounts for monthly dues and any annual food minimum charges will be calculated under University policy as in effect from time to time.

(iii) Charges for usage will be reimbursed by the University outside of this Contract and under University policy in effect from time to time only to the extent reimbursable under University policy. At a minimum reimbursement will require appropriate information and documentation on time, place, business purpose and business relationship for each reimbursable usage. Coach will pay all non-reimbursable charges directly to Club.

(iv) Any change in applicable federal or state tax law or regulation or in the interpretation thereof may result in a change to (i), (ii) and (iii).

All taxable amounts will be subject to applicable federal and state withholding taxes. Coach also understands and agrees that the contemplated tax treatment by the University is for the University's purposes only and that Coach is responsible for proper tax treatment.

Note: Because Coach may decide on a Club after execution of this Contract and the kinds of costs and fees vary from club to club, the University hereby states its intention to include within the reimbursement of this item 7 the costs and fees of obtaining membership in the Club and the monthly and annual costs and fees of maintaining membership in the Club. The University does not intend to include within this item 7 costs of actual usage.

**AMENDMENT ONE
TO
AMENDED AND RESTATED
MULTIPLE-YEAR FOOTBALL HEAD COACH CONTRACT**

This Amendment One to Amended and Restated Multiple-Year Football Head Coach Contract (this "Amendment") is executed by and between the Arizona Board of Regents for and on behalf of Arizona State University ("University") and its Department of Sun Devil Athletics ("Department"), and Michael Todd Graham ("Coach").

RECITALS

- A. University and Coach entered into an Amended and Restated Multiple-Year Football Head Coach Contract, dated as of July 1, 2013 (the "Contract").
- B. University and Coach desire to amend certain provisions of the Contract.
- C. Capitalized terms used herein without definition will have the meanings ascribed to them in the Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Amendment of Exhibit A. Exhibit A of the Contract is hereby amended and restated in its entirety and shall read as set forth on Attachment 1 hereto.
- 2. Effect of Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Contract shall remain unmodified and in full force and effect.
- 3. Conflict or Inconsistency. In the event there is any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of this Amendment shall govern and control the rights and the obligations of the parties.
- 4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- 5. Effective Date of Amendment. This Amendment shall be effective on the date set forth on the signature page below, which date will be inserted by University when this Amendment is executed on its behalf.

[SIGNATURES ON NEXT PAGE.]

This Amendment is dated and effective as of July 1, 2014.

COACH

By: 
Michael Todd Graham

**ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

By: 
Michael M. Crow, President

ATTACHMENT 1
 AMENDED EXHIBIT A
 BASIC TERMS

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
1	Expiration Date	<p>June 30, 2019</p> <p>Provided that grounds do not exist for termination for cause under Section 15, the President of the University and the Director shall make a request to the Board that the term of this Contract be extended for one (1) additional year:</p> <ul style="list-style-type: none"> • Following completion of the Program's 2014 season; and • Following completion of the Program's 2015 season. <p>Coach acknowledges that, under Arizona law, the granting or denial of any such extension is in the sole legal discretion of the Board.</p> <p>If the University does not extend Coach's contract or receive Board approval for an extension following completion of the Program's 2014 or 2015 seasons and thereafter terminates this Contract pursuant to Section 16 prior to the end of the Program's 2015 season, the University will pay to Coach \$2,500,000 in addition to all other amounts payable to Coach hereunder.</p>
4(a)	Base Salary	\$700,000
5	Additional Salary	<p style="text-align: center;">\$2,000,000</p> <p>Effective January 1, 2015, Coach's per annum Additional Salary will increase to \$2,100,000. Effective January 1, 2016, Coach's per annum Additional Salary will increase to \$2,200,000. On each January 1 thereafter, Coach's per annum Additional Salary will increase by \$50,000.</p>
7(a)	Supplemental Compensation	<p>To the extent permitted by law, the University will pay to Coach annually the largest applicable amount, if any, for academic performance milestones reached by student-athlete Program members. Coach will receive one payment for the highest achievement:</p> <p style="text-align: center;">Grade Point Average 2.60 OR Graduation Success Rate 65% = \$50,000</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Grade Point Average 2.65 OR Graduation Success Rate 70% = \$75,000</p> <p>Grade Point Average 2.70 OR Graduation Success Rate 75% = \$100,000</p> <p>Grade Point Average 2.75 OR Graduation Success Rate 80% = \$125,000</p> <p>Grade Point Average 2.80 OR Graduation Success Rate 85% = \$150,000</p> <p>Grade Point Average 2.90 OR Graduation Success Rate 90% = \$175,000</p> <p>Grade Point Average 3.00 OR Graduation Success Rate 95% = \$200,000</p> <p>In addition, Coach will receive a bonus of 10% of annual salary (Base and Additional) if the football team's Academic Progress Rate is 970 or above.</p>
7(b)	Other Supplemental Compensation	<p><u>Conference Performance:</u></p> <p>Appearance in Pac-12 Conference championship = 10% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins Pac-12 Conference championship = 20% of that year's annual salary (Base and Additional)</p> <p><u>Post-Season Performance:</u></p> <p>Appearance in college football national championship game = 40% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football national championship game = 50% of that year's annual salary (Base and Additional)</p> <p>Appearance in college football semi-final game = 30% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football semi-final game = 35% of that year's annual salary (Base and Additional)</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Appearance in a major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 15% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 25% of that year's annual salary (Base and Additional)</p> <p>Appearance in non-major bowl game = one (1) month of that year's annual salary (Base and Additional)</p> <p><u>AND</u></p> <p>Wins non-major bowl game = \$25,000</p> <p><u>Regular and Post-Season Wins</u></p> <p>(Payment in this section is cumulative and is based on the assumption that the Program will play a twelve-game regular season. In the event the Program plays more or less than twelve regular season games, each bonus in this bonus structure will be adjusted accordingly so that twelve wins equals an undefeated season (e.g., if thirteen games are played, the bonus for eight wins will be paid for nine wins, etc.):</p> <p>8 wins = \$50,000 9 wins = \$100,000 10 wins = \$150,000 11 wins = \$250,000 12 wins = \$350,000</p> <p>Total Possible Bonus = \$900,000</p> <p><u>Coach of the Year Awards</u> (there will be a one-time payment for each achievement):</p> <p>National Coach of the Year = \$100,000 Any other Coach of the Year = \$50,000</p> <p><u>Rankings in Final Polls</u> (there will be only one payment for the highest achievement)</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Top 5 Ranking in Final Poll = 3% of that year's annual salary (Base and Additional)</p> <p>Top 10 Ranking in Final Poll = 2% of that year's annual salary (Base and Additional)</p> <p>Top 25 Ranking in Final Poll = 1% of that year's annual salary (Base and Additional)</p>
17(a)	Termination by Coach/Liquidated Damages	<p>\$1,500,000; provided however, that if the University does not extend Coach's contract or receive Board approval for an extension following completion of the 2013, 2014 or 2015 seasons, then the liquidated damages payable by Coach under this Contract shall be eliminated. The liquidated damages amount shall remain at \$1,500,000 following the 2015 season provided that the term of this Contract remains at five years. If this Contract is not renewed and the term decreases to four years, then the liquidated damages amount payable by Coach hereunder will be reduced to \$1,000,000 for the remainder of the Contract.</p>

**AMENDMENT TWO
TO
AMENDED AND RESTATED
MULTIPLE-YEAR FOOTBALL HEAD COACH CONTRACT**

This Amendment Two to Amended and Restated Multiple-Year Football Head Coach Contract (this "Amendment") is executed by and between the Arizona Board of Regents for and on behalf of Arizona State University ("University") and its Department of Sun Devil Athletics ("Department"), and Michael Todd Graham ("Coach").

RECITALS

A. University and Coach entered into an Amended and Restated Multiple-Year Football Head Coach Contract, dated as of July 1, 2013 (the "Contract"). The parties amended the Contract effective July 1, 2014 to extend the term of the Contract and to make certain other changes.

B. University and Coach desire to further amend the Contract to extend the term and to make certain other changes.

C. Capitalized terms used herein without definition will have the meanings ascribed to them in the Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment of Exhibit A. Exhibit A of the Contract is hereby amended and restated in its entirety and shall read as set forth on Attachment 1 hereto.

2. Effect of Amendment. Except as modified by this Amendment, and only to the extent so modified, all other terms and conditions of the Contract shall remain unmodified and in full force and effect.

3. Conflict or Inconsistency. In the event there is any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of this Amendment shall govern and control the rights and the obligations of the parties.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

5. Effective Date of Amendment. This Amendment shall be effective on the date set forth on the signature page below, which date will be inserted by University when this Amendment is executed on its behalf.

[SIGNATURES ON NEXT PAGE.]

This Amendment is dated and effective as of July 1, 2015.

COACH

By: 
Michael Todd Graham

**ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY**

By: 
Michael M. Crow, President

ATTACHMENT 1

AMENDED EXHIBIT A

BASIC TERMS

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
1	Expiration Date	<p>June 30, 2020</p> <p>Provided that grounds do not exist for termination for cause under Section 15, the President of the University and the Director shall make a request to the Board that the term of this Contract be extended for one (1) additional year following completion of the Program's 2015 season.</p> <p>Coach acknowledges that, under Arizona law, the granting or denial of any such extension is in the sole legal discretion of the Board.</p> <p>If the University does not extend Coach's contract or receive Board approval for an extension following completion of the Program's 2015 season and thereafter terminates this Contract pursuant to Section 16 prior to the end of the Program's 2015 season, the University will pay to Coach \$2,500,000 in addition to all other amounts payable to Coach hereunder.</p>
4(a)	Base Salary	\$700,000
5	Additional Salary	<p>\$2,300,000</p> <p>Effective January 1, 2016 and on each January 1 thereafter, Coach's per annum Additional Salary will increase by \$100,000.</p>
7(a)	Supplemental Compensation	<p>To the extent permitted by law, the University will pay to Coach annually the largest applicable amount, if any, for academic performance milestones reached by student-athlete Program members. Coach will receive one payment for the highest achievement:</p> <p>Grade Point Average 2.60 OR Graduation Success Rate 65% = \$50,000</p> <p>Grade Point Average 2.65 OR Graduation Success Rate 70% = \$75,000</p> <p>Grade Point Average 2.70 OR Graduation Success Rate 75% = \$100,000</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Grade Point Average 2.75 OR Graduation Success Rate 80% = \$125,000</p> <p>Grade Point Average 2.80 OR Graduation Success Rate 85% = \$150,000</p> <p>Grade Point Average 2.90 OR Graduation Success Rate 90% = \$175,000</p> <p>Grade Point Average 3.00 OR Graduation Success Rate 95% = \$200,000</p> <p>In addition, Coach will receive a bonus of 10% of annual salary (Base and Additional) if the football team's Academic Progress Rate is 970 or above.</p>
7(b)	Other Supplemental Compensation	<p><u>Conference Performance:</u></p> <p>Appearance in Pac-12 Conference championship = 10% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins Pac-12 Conference championship = 20% of that year's annual salary (Base and Additional)</p> <p><u>Post-Season Performance:</u></p> <p>Appearance in college football national championship game = 40% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football national championship game = 50% of that year's annual salary (Base and Additional)</p> <p>Appearance in college football semi-final game = 30% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins college football semi-final game = 35% of that year's annual salary (Base and Additional)</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p>Appearance in a major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 15% of that year's annual salary (Base and Additional)</p> <p><u>OR</u></p> <p>Wins major bowl game (Rose, Sugar, Orange, Cotton, Peach or Fiesta) = 25% of that year's annual salary (Base and Additional)</p> <p>Appearance in non-major bowl game = one (1) month of that year's annual salary (Base and Additional)</p> <p><u>AND</u></p> <p>Wins non-major bowl game = \$25,000</p> <p><u>Regular and Post-Season Wins</u></p> <p>(Payment in this section is cumulative and is based on the assumption that the Program will play a twelve-game regular season. In the event the Program plays more or less than twelve regular season games, each bonus in this bonus structure will be adjusted accordingly so that twelve wins equals an undefeated season (e.g., if thirteen games are played, the bonus for eight wins will be paid for nine wins, etc.):</p> <p>8 wins = \$50,000 9 wins = \$100,000 10 wins = \$150,000 11 wins = \$250,000 12 wins = \$350,000</p> <p>Total Possible Bonus = \$900,000</p> <p><u>Coach of the Year Awards</u> (there will be a one-time payment for each achievement):</p> <p>National Coach of the Year = \$100,000 Any other Coach of the Year = \$50,000</p>

<u>Contract Section</u>	<u>Contract Provision</u>	<u>Terms</u>
		<p><u>Rankings in Final Polls</u> (there will be only one payment for the highest achievement)</p> <p>Top 5 Ranking in Final Poll = 3% of that year's annual salary (Base and Additional)</p> <p>Top 10 Ranking in Final Poll = 2% of that year's annual salary (Base and Additional)</p> <p>Top 25 Ranking in Final Poll = 1% of that year's annual salary (Base and Additional)</p>
17(a)	Termination by Coach/Liquidated Damages	<p>\$1,500,000; provided however, that if the University does not extend Coach's contract or receive Board approval for an extension following completion of the 2015 season, then the liquidated damages payable by Coach under this Contract shall be eliminated. The liquidated damages amount shall remain at \$1,500,000 following the 2015 season provided that the term of this Contract remains at five years. If this Contract is not renewed and the term decreases to four years, then the liquidated damages amount payable by Coach hereunder will be reduced to \$1,000,000 for the remainder of the Contract.</p>