AMENDMENT NO. 1 TO THE HEAD COACH EMPLOYMENT AGREEMENT

Pursuant to Section 10.9 of the March 25, 2018 Head Coach Employment Agreement ("Agreement") by and between Utah State University and Craig Smith, and in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend, as of April 1, 2019 ("Effective Amendment Date"), the Agreement as follows:

A. Replace Section 3.1 with the following amended Section 3.1:

3.1 Term. This Agreement is for a fixed term appointment commencing on March 25, 2018 and automatically terminating, without further notice to Coach, on March 31, 2024 ("Term"). Individual contract years may be referred to in this Agreement and shall have the following meaning:

Contract Year	Dates
Year 1	March 25, 2018 – March 31, 2019
Year 2	April 1, 2019 – March 31, 2020
Year 3	April 1, 2020 – March 31, 2021
Year 4	April 1, 2021 – March 31, 2022
Year 5	April 1, 2022 – March 31, 2023
Year 6	April 1, 2023 – March 31, 2024

In the event Team is selected to participate in the NCAA Tournament, the Term of this Agreement shall be extended by one additional contract year, which shall be added after the final year of the then current Term of the Agreement and run from April 1 to March 31.

B. Replace Section 4.1(b) with the following amended Section 4.1(b)

4.1(b) Professional Employee Benefits. Such normal employee benefits as USU provides generally to its senior administrative and professional staff, subject to the terms and conditions of any applicable employee benefit plan, program, policy or agreement. The benefits include the following: medical and dental insurance, USU contributions to an approved retirement program, (based on the Base Salary paid by USU), employer-funded life insurance and disability insurance (based on the Base Salary paid by USU), sick leave, annual leave, tuition reduction for Coach and eligible family members, and all other benefits currently provided to exempt, non-academic employees. Per USU Policy 345, Coach cannot defer use of annual leave and USU will not compensate Coach for any unused leave at termination of employment.

C. Replace Section 4.3 with the following amended Section 4.3:

4.3 Media Rights and Endorsement Compensation. Subject to the terms of this Agreement and to any of USU's existing radio, media, television or endorsement Agreement, Director will use his best efforts to negotiate separate contract(s) for radio and/or television for

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the broadcast of "Coach's Shows" and for other endorsement rights associated with Coach. USU shall have the right to receive all proceeds from said "Coach's Shows" or endorsement agreements and will, whether or not these proceeds materialize, guarantee payment of additional compensation ("Media Compensation") to Coach according to the following schedule:

Contract Year	Media Compensation
Year 1	$100,000
Year 2	$200,000
Year 3	$225,000
Year 4	$250,000
Year 5	$275,000
Year 6	$300,000

The Media Compensation will be "earned" on a daily basis and payable thirty (30) days after each calendar quarter in substantially equal installments by March 31, June 30, September 30, and December 31, respectively. Coach will be responsible for all federal, state, and local tax obligations associated with Media Compensation. See Section 5.7 for more information on the contracts and Coach's duties associated with the Media Compensation.

In the event, this Agreement is extended pursuant to Section 3.1 of this Agreement, the Media Compensation paid to Coach under this Agreement shall be increased by $25,000 at the commencement of the additional contract year and paid subject to the terms of this Section 4.3.

D. Replace Section 5.5 with the following amended Section 5.5:

5.5 Gifts and Ethics. All salary or compensation of Coach for performance of Coach's duties shall be paid only by USU, or as expressly approved in writing by the Director. To that end, Coach will not solicit or accept gifts of cash or of substantial value for his own personal enrichment and/or benefit from any person, including without limitation, a person who is a "representative of the athletic interests of the University" as that term is defined in Governing Athletic Rules. Coach also recognizes that Coach is a State of Utah employee and, as such, must comply with the Utah Public Officers' and Employees' Ethics Act ("Utah Ethics Act") for public officials and state employees. Any violation of this provision as determined by USU will subject Coach to disciplinary action, up to and including discharge. Discharge under this provision will constitute "for cause" termination under the Agreement. Coach may solicit and accepts gifts to USU in the course of his fundraising efforts for USU, which efforts will be coordinated with the Director and the Vice President for Advancement.

E. Replace Section 5.12 with the following amended Section 5.12:

5.12 Assistant Coaches. Unless otherwise prohibited by University Rules, Coach shall have the responsibility and the sole authority to recommend to the Director the hiring of assistant coaches for the Team, with the final hiring decision to be made mutually by the Coach and the Director; provided that, when necessary or appropriate, such hirings be subject to the approval of

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USU's Board of Trustees. Subject to final approval of the Director, the Coach may terminate Team assistant coaches or make other employment sanction decisions regarding any Team assistant coach. For Contract Year 1, the USU Athletic Department will (i) allocate a salary pool of five hundred sixty-five thousand dollars ($565,000) to the basketball program to fund assistant basketball coach positions and other basketball operations and administrative positions, and (ii) reserve an incentive compensation pool of up to forty-seven thousand and eighty-three dollars ($47,083) for assistant coach incentive compensation associated with the Team being granted an at-large NCAA Tournament Bid. For Contract Years 2-6, the USU Athletic Department will (i) allocate an annual salary pool of six hundred forty-five thousand dollars ($645,000) to the basketball program to fund assistant basketball coach positions and other basketball operations and administrative positions, and (ii) reserve an incentive compensation pool of up to fifty-three thousand and seven hundred fifty dollars ($53,750) for assistant coach incentive compensation associated with the Team being granted an at-large NCAA Tournament Bid.

F. Replace Section 7.1 with the following amended Section 7.1:

7.1 Liquidated Damages. Subject to the terms of this Agreement, either USU and Coach may terminate this Agreement for convenience (also commonly referred to as a without cause basis).

In the event USU terminates this Agreement for convenience during the Term, including any extension(s) thereof, USU will be responsible to pay liquidated damages in the amount of seventy-five percent (75%) of the pro-rated amount of the Total Base Compensation for all years remaining in the otherwise unexpired Term, had the Agreement not been terminated, as set forth below:

Contract Year	Total Base Compensation
Year 1	$650,000
Year 2	$750,000
Year 3	$775,000
Year 4	$800,000
Year 5	$825,000
Year 6	$850,000

The "Total Base Compensation" is the Base Salary plus the Media Compensation as set forth in this Agreement and specifically excludes all other forms of compensation, including, but not limited to, the value of any USU benefits (health, retirement, life insurance, etc.), vehicle access, unachieved incentive compensation, youth sports camps, etc. If Coach is terminated by USU for convenience or for any other reason, including for cause, or in the event Coach terminates this Agreement for convenience, then except for paying Coach any earned but theretofore unpaid base salary and media compensation, as well as any unreimbursed business expenses and achieved incentives, USU will not be obligated to pay any other amounts, benefits, or damages to Coach. Coach agrees that such liquidated damages shall fully compensate Coach for the loss of collateral business opportunities (whether media, public relations, camps, clinics, apparel or

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similar contracts, sponsorships or any other supplemental or collateral compensation or benefits of any kind) and Coach shall not be entitled to any further compensation and benefits under this Agreement.

In the event Coach terminates this Agreement for convenience during the Term, including any extension thereof, Coach will be responsible to pay liquidated damages in the amount of thirty percent (30%) of the pro-rated amount of the Total Base Compensation for all years remaining in the otherwise unexpired Term, had the Agreement not been terminated, as set forth below:

Contract Year	Total Base Compensation
Year 1	$650,000
Year 2	$750,000
Year 3	$775,000
Year 4	$800,000
Year 5	$825,000
Year 6	$850,000

G. Add the following sentences to the end of Section 7.4:

"Notwithstanding the foregoing language, with respect to any portion of the liquidated damages payable to Coach in a calendar year after the calendar year in which the effective date of a USU termination for convenience occurs ('Future Liquidated Damages'), a portion of such Future Liquidated Damages shall be accelerated in an amount equal to the federal and state income tax withholdings (as well as any other employment tax obligations) that would have to be remitted by USU, if and only to the extent the Future Liquidated Damages are includible in Coach's income as of the effective date of the termination pursuant to Internal Revenue Code Section 457(f). The total amount of Future Liquidated Damages due to Coach will be offset by the amount of the Future Liquidated Damages subject to such acceleration, such portion to be paid by the end of the calendar year in which the effective date of termination occurs. The remaining Future Liquidated Damages payments shall be reduced by a pro-rata portion of the accelerated amount. For purposes of Internal Revenue Code Section 409A, the Coach's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments."

Unless otherwise designated herein, all other terms of the Agreement remain unchanged and in effect.

IN WITNESS THEREOF the Parties have caused this Amendment No. 1 to be duly executed on their behalf by a duly authorized representative as of the Effective Amendment Date set forth above.

UTAH STATE UNIVERSITY

By: ______________________

John Hartwell

Vice President and Director of Athletics

Date: 9/16/19

By: ______________________

David T. Cowley

Vice President of Business and Finance

Date: 9/19/19

CRAIG SMITH

By: ______________________

Date: 9/19/19

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