

December 11, 2012

Dear Coach Harsin:

This letter will confirm that you have accepted the position as Head Football Coach for Arkansas State University. A formal contract will be prepared for your signature with the University which will set out all conditions of employment; however, we have agreed to the following basic terms:

1. Your contract will be for five (5) years beginning January 1, 2013, and ending January 31, 2018, with a guaranteed base salary equal to the line item maximum authorized by the State of Arkansas.
2. You will be provided housing which is owned and maintained by the University. You are responsible for paying all utilities for the home including electricity, gas, water, internet, cable/satellite television, and telephone service.
3. You will be reimbursed for reasonable moving expenses.
4. You will be provided a cellular telephone for business use pursuant to the Arkansas State University System Policy
5. You will be authorized to conduct football camps and clinics, receiving all revenue and paying all expenses.
6. You will appear in media programs, including Radio and Television shows owned by the University.
7. You will have the opportunity to enter into agreements with third parties for sponsorships or personal services as authorized by law and by NCAA by-laws. You will make all such third party agreements available to the public.
8. Your spouse and dependents will be eligible for scholarship opportunities and tuition discounts as authorized by Arkansas State University System policy.
9. You will be authorized to hire assistant coaches with the approval of the Director of Intercollegiate Athletics and may recommend the hiring of other members of the football athletic staff.
10. You will be provided with thirty (30) tickets to ASU home football games.
11. You will have access to four (4) spaces on all ASU football plane trips.
12. Should you resign during the first year of your contract (January 1,

2013 to January 31, 2014), you will pay as liquidated damages the amount of one million seven hundred and fifty thousand dollars (\$1,750,000.00); should you resign during the second year of your contract (February 1, 2014 to January 31, 2015), you will pay as liquidated damages the amount of one million dollars (\$1,000,000.00); should you resign during the third year of your contract (February 1, 2015 to January 31, 2016), you will pay as liquidated damages the amount of five hundred thousand dollars (\$500,000.00); should you resign during the fourth year of your contract (February 1, 2016 to January 31, 2017), you will pay as liquidated damages the amount of three hundred thousand dollars (\$300,000.00), should you resign during the fifth year of your contract (February 1, 2017 to January 31, 2018), you will pay as liquidated damages the amount of one hundred thousand dollars (\$100,000.00), provided that if your resignation in your fifth year of this contract is after the completion of the final regular season game of the 2017 season, no liquidated damages will be owed. All liquidated damages shall be paid to the Red Wolf Club, Inc.

13. Should the University elect to terminate your contract without cause during the first year of your contract, the University will pay as liquidated damages the amount of two million five hundred thousand dollars (\$2,500,000.00); should the University elect to terminate your contract without cause during the second year of your contract, the University will pay as liquidated damages the amount of one million seven hundred fifty thousand dollars (\$1,750,000.00); should the University elect to terminate your contract without cause during the third year of your contract, the University will pay as liquidated damages the amount of one million dollars (\$1,000,000.00); should the University elect to terminate your contract without cause during the fourth year of your contract, the University will pay as liquidated damages the amount of seven hundred thousand dollars (\$700,000.00); should the University elect to terminate your contract without cause during the fifth year of your contract, the University will pay as liquidated damages fifty thousand dollars (\$50,000.00) for every month remaining on the contract at the time of such termination without cause.
14. You will receive a bonus of fifty thousand dollars (\$50,000.00) for winning a conference championship and participating in a NCAA sanctioned bowl game
15. You will receive a bonus of twenty five thousand dollars (\$25,000.00)

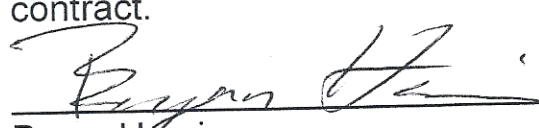
- for participating in a NCAA sanctioned bowl game absent a conference championship.
16. You will receive a bonus of seventy five thousand dollars (\$75,000.00) for participating in a BCS bowl game.
 17. You will receive a bonus of one hundred thousand dollars (\$100,000.00) for participating in the BCS championship game.
 18. You will receive a bonus of one hundred twenty five thousand dollars (\$125,000.00) for participating in and winning the BCS championship game.
 19. You will receive a bonus of ten thousand dollars (\$10,000.00) for being named Conference Coach of the Year.
 20. You will receive a bonus of twenty five thousand dollars (\$25,000.00) for being named National Coach of the Year.
 21. You will receive a bonus of ten thousand dollars (\$10,000.00) in any year in which the APR of the football team is .950 or above.
 22. The bonuses described in paragraphs 14 through 18 will be paid based on the highest achievement. The bonuses are not cumulative and will be paid only if you are still employed by the University at the time the event occurs.
 23. You will receive a one year contract extension if the team wins 8 games in a season against FBS opponents.

I hereby confirm the above terms which will be incorporated into a final contract.



Terry Mohajir
Director of Intercollegiate Athletics

I hereby accept the above terms which will be incorporated into a final contract.



Bryan Harsin