

**AMENDMENT TO
ATLANTIC COAST CONFERENCE
GRANT OF RIGHTS AGREEMENT**

This Amendment is entered into as of this 24th day of June, 2016, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "Conference"), and each of the following entities: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, Wake Forest University, University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "Member Institutions"), who are parties to that certain Atlantic Coast Conference Grant of Rights Agreement, dated as of April 19, 2013 (the "Original Grant Agreement").

WHEREAS, the Conference is a party to a Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. (collectively, "ESPN"), dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012, and by a Second Amendment to Multi-Media Agreement," dated as of June 24, 2014 (collectively, the "Original ESPN Agreement"); and

WHEREAS, the Conference has negotiated an Amended and Restated Multi-Media Agreement with ESPN (the "Restated Multi-Media Agreement") and a Network Agreement with ESPN. (collectively, the "Prospective Agreements"), which offer certain additional consideration to the Conference; and

WHEREAS, ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The term "ESPN Agreement" in the fourth "Whereas" clause of the Original Grant Agreement is hereby amended to refer collectively to the Original ESPN Agreement and the Prospective Agreements.
2. Section 5 of the Original Grant Agreement is hereby amended by deleting the first sentence of the existing Section 5 in its entirety and substituting the following therefor:

"Term. The "Term" of this Agreement shall begin on the Effective Date and shall continue until June 30, 2036.
3. Except as specifically modified by this Amendment, the terms of the Original Grant Agreement will remain in full force and effect.

4. This Amendment is effective as of June 27, 2016.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Amendment as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: _____, 2016

By: _____
John D. Swofford
Commissioner

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

BOSTON COLLEGE

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

CLEMSON UNIVERSITY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

DUKE UNIVERSITY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

GEORGIA INSTITUTE OF TECHNOLOGY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF LOUISVILLE

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF MIAMI

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

NORTH CAROLINA STATE UNIVERSITY

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NOTRE DAME DU LAC

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF PITTSBURGH

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

SYRACUSE UNIVERSITY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

VIRGINIA POLYTECHNIC INSTITUTE
& STATE UNIVERSITY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

WAKE FOREST UNIVERSITY

Dated: _____, 2016

By: _____

Name: _____

Title: _____

**AMENDMENT TO
ATLANTIC COAST CONFERENCE
GRANT OF RIGHTS AGREEMENT**

This Amendment is entered into as of this 24th day of June, 2016, by and among the Atlantic Coast Conference, an unincorporated nonprofit association (the "Conference"), and each of the following entities: Boston College, Clemson University, Duke University, Florida State University, Georgia Institute of Technology, University of Miami, University of North Carolina, North Carolina State University, University of Virginia, Virginia Polytechnic Institute and State University, Wake Forest University, University of Pittsburgh, Syracuse University, University of Notre Dame du Lac, and University of Louisville (collectively, the "Member Institutions"), who are parties to that certain Atlantic Coast Conference Grant of Rights Agreement, dated as of April 19, 2013 (the "Original Grant Agreement").

WHEREAS, the Conference is a party to a Multi-Media Agreement with ESPN, Inc. and ESPN Enterprises, Inc. (collectively, "ESPN"), dated as of July 8, 2010, as amended by the Amendment and Extension Agreement dated as of May 9, 2012, and by a Second Amendment to Multi-Media Agreement," dated as of June 24, 2014 (collectively, the "Original ESPN Agreement"); and

WHEREAS, the Conference has negotiated an Amended and Restated Multi-Media Agreement with ESPN (the "Restated Multi-Media Agreement") and a Network Agreement with ESPN. (collectively, the "Prospective Agreements"), which offer certain additional consideration to the Conference; and

WHEREAS, ESPN has informed the Conference that it will enter into the Prospective Agreements only if each of the Member Institutions agrees to amend the Original Grant Agreement to extend the term thereof, as provided herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The term "ESPN Agreement" in the fourth "Whereas" clause of the Original Grant Agreement is hereby amended to refer collectively to the Original ESPN Agreement and the Prospective Agreements.

2. Section 5 of the Original Grant Agreement is hereby amended by deleting the first sentence of the existing Section 5 in its entirety and substituting the following therefor:

"Term. The "Term" of this Agreement shall begin on the Effective Date and shall continue until June 30, 2036.

3. Except as specifically modified by this Amendment, the terms of the Original Grant Agreement will remain in full force and effect.

4. This Amendment is effective as of June 27, 2016.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Amendment as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

THE CONFERENCE:

ATLANTIC COAST CONFERENCE

Dated: _____, 2016

By: _____
John D. Swofford
Commissioner

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

BOSTON COLLEGE

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

CLEMSON UNIVERSITY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

DUKE UNIVERSITY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

FLORIDA STATE UNIVERSITY

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

GEORGIA INSTITUTE OF TECHNOLOGY

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF LOUISVILLE

Dated: _____, 2016

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF MIAMI

Dated: _____, 2016

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Conference and each of the Member Institutions have duly executed this Agreement as of the date set forth opposite their respective signatures below intending to be bound as of the date first set forth above.

MEMBER INSTITUTION:

UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

Dated: _____, 2016

By: _____
Name: _____
Title: _____