

MEMORANDUM OF UNDERSTANDING

These are the terms under which MARK FOX ("Coach") accepts employment with the University System of Georgia at the University of Georgia (the "University") as Men's Head Basketball Coach. In addition to the benefit plans available to other employees of the University, Coach will receive the additional benefits and payments described below from the University of Georgia Athletic Association, Inc. (the "Association"). The University shall have no liability for any of these additional benefits and payments to be made by the Association. The parties shall make every effort to memorialize the definitive terms of their agreement in a written contract (the "Contract"); however, this Memorandum of Understanding shall serve as the Contract if a more definitive agreement is not signed within sixty (60) calendar days from the date of this Memorandum of Understanding.

1. The term of the Contract shall be from April 2, 2009 until June 30, 2015. Coach shall be paid an annual gross salary of at least \$250,000 ("Base Salary"), and shall receive the insurance and retirement benefits provided by the University to employees of the University. The Base Salary shall be paid in approximately equal monthly installments in accordance with the University's payroll practices.

2. The Association will pay Coach \$500,000 per fiscal year (July 1 to June 30 is the fiscal year), generally as compensation for radio and television shows, programs, interviews, and other appearances and endorsements. Coach shall comply with the radio and television contracts the Association enters into, including by making appearances and giving interviews in compliance with such contracts. In addition, Coach shall make no less than 12 appearances or endorsements per fiscal year as reasonably requested by the Association, any payments for such appearances to be negotiated and kept by the Association. Coach shall also make no less than 12



unpaid appearances at bulldog club and other fundraiser events as reasonably requested by the Association or the University. Coach shall not make separate endorsement, appearance, or speaking agreements.

3. The Association will ensure Coach receives at least \$150,000 annually from his operation of sports camps in compliance with Association rules.

4. The Association will pay or cause to be paid to Coach \$300,000 per fiscal year as supplemental income generally attributable to the Association's shoe and clothing endorsement. To the extent provided for in the shoe and apparel contract, Coach will receive up to \$3,500 worth of clothes and shoes directly from the manufacturer (currently Nike).

5. Coach will be eligible for certain potential bonuses based on the basketball team's performance and other objective criteria, up to a maximum of \$400,000 per season. Some of these bonus targets will be based on academic performance of the players.

6. Coach will be provided with 2 cars. The Association will pay up to a maximum of \$3,000 annually for insurance and other expenses of both cars. The Association will also reimburse properly documented business expenses not reimbursed by others.

7. Coach shall not receive other benefits or income from any source, without prior written consent. Approval shall not generally be given for separate endorsement, speaking, or appearance agreements.

8. Coach shall give the Association and University an exclusive license to use his name, likeness, autograph, and other personal characteristics to promote the basketball team, radio/tv shows, apparel/shoe contracts, and other endorsements.

9. If Coach terminates the Contract or the Contract is terminated for cause (to be defined in accordance with other contracts the Association has with head coaches and includes,



but is not be limited to, certain violations of NCAA, SEC, University, or Association rules), neither the Association nor the University shall be liable for any payments or benefits after the date of termination. Further, if Coach terminates the Contract or resigns his employment with the University as head basketball coach, he will be obligated to pay \$2,000,000 to the Association.

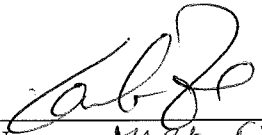
10. If the Contract is terminated without cause, the Association's liability shall be limited to 75 percent of the total annual compensation (excluding any Longevity Bonus) for each year remaining on the Contract. Coach will execute a general release of all claims against the University and Association as a condition to receiving the termination payments. The University shall not have any liability except with respect to vested retirement or medical benefits, as provided in the University benefits plans.

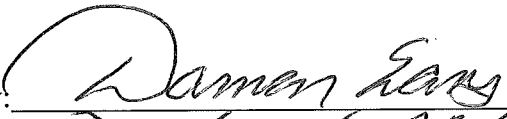
11. The Association will pay Coach \$600,000, minus any legally required withholdings or deductions, as a Longevity Bonus at the expiration of the term of the Contract. Coach will not be entitled to payment of the Longevity Bonus if the Contract is terminated for cause prior to the expiration of the term of the Contract. If the Contract is terminated without cause prior to the end of the Contract term, Coach will only be entitled to receive a pro-rata share of the Longevity Bonus. The pro-rata share will be based on the number of years Coach performed under the Contract.

12. Any dispute between Coach and the Association will be settled by binding arbitration.

13. Additional and/or related terms of the parties' agreement shall be set forth more fully in the Contract.

UNIVERSITY OF GEORGIA
ATHLETIC ASSOCIATION, INC.


Name: MARK FOX
Date: 4-2-09

By: 
Title: DIRECTOR OF ATHLETICS
Date: 4-2-09