

SECOND AMENDMENT TO THE MARK RICHT 2006 AGREEMENT

This Second Amendment ("Second Amendment") to the January 1, 2006 Amended and Restated Agreement between the University of Georgia Athletic Association, Inc. ("Association") and Mark Richt ("Richt"), as later amended by the Amendment to the Mark Richt 2006 Agreement (the Amended and Restated Agreement, as amended, is referred to as the "Agreement"), is hereby made and entered into by and between Richt and the Association.

WITNESSETH:

WHEREAS, in consideration of the continuation by Richt of his employment with the University System of Georgia at the University of Georgia (collectively, the "University") as Men's Head Football Coach, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement pursuant to paragraph 25 of the Agreement as follows:

1. Paragraph 3 of the Agreement is amended by increasing the Base Salary amount referenced in that Paragraph, effective as of May 1, 2008, from "\$270,000" to "\$378,000," less normal deductions. In addition, the Association shall make a lump sum "catch-up" payment to Richt, within thirty (30) days after the date on which this Second Amendment is fully executed, of \$36,000, less normal deductions, to make up for the fact that his Base Salary was intended to be increased as of January 1, 2008.

2. Paragraph 4 of the Agreement is amended by deleting the first two sentences of Paragraph 4 and replacing them with the following language: "Effective January 1, 2008, the Association agrees to pay or cause to be paid to Richt the gross amount of \$1,120,000, less normal deductions, per calendar year during the Term as compensation for his radio and television services, to be paid annually in four equal installments. The first installment payment shall be made on or before March 31, the second payment shall be made on or before June 30, the third payment shall be made on or before September 30, and the final payment shall be made on or before December 31." Notwithstanding the foregoing

amendment, for 2008 only, the Association may pay the March 31, 2008 installment payment within thirty (30) days after the date on which this Second Amendment is executed by both parties.

3. Paragraphs 5A and 5B of the Agreement are amended by increasing the payment referenced in those Paragraphs from "\$100,000" to "\$140,000," less normal deductions.

4. Paragraph 6B of the Agreement is amended by deleting the first sentence of Paragraph 6B and adding the following two sentences at the beginning of Paragraph 6B: "Effective January 1, 2008, the Association agrees to pay or cause to be paid to Richt the gross amount of \$742,000, less normal deductions, to be paid annually in four equal installments during the Term as compensation for his Equipment Endorsement Efforts. The first installment payment shall be made on or before March 31, the second payment shall be made on or before June 30, the third payment shall be made on or before September 30, and the final payment shall be made on or before December 31." Notwithstanding the foregoing amendment, for 2008 only, the Association may pay the March 31, 2008 installment payment within thirty (30) days after the date on which this Second Amendment is executed by both parties.

5. Paragraph 7A of the Agreement is amended by deleting the first three sentences of the Paragraph and the four listed bonuses and replacing them with the following:

"Beginning with the 2008-2009 football season, the Association agrees to pay or cause to be paid to Richt certain Performance Bonuses each football season during the Term, provided that the Team meets certain performance goals and Richt is the Head Football Coach for the entire season. The Performance Bonuses (if any) shall be cumulative (to the extent possible), with a maximum total performance bonus of \$400,000, less normal deductions, per season. Commencing with the 2008-2009 Season, Richt shall be entitled to the following Performance Bonuses if the Team meets the following goal(s):

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| (1) Playing in the SEC Championship Game as SEC Eastern Division Champions (or winning the SEC Championship Game, whichever is greater) ¹ | \$75,000
(or \$100,000) |
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¹ Richt shall receive the greater of \$75,000 for the team playing in the SEC Championship Game as the SEC Eastern Division Champion or \$100,000 for winning an overall SEC Championship by winning the SEC Championship Game.

(2)	Participation in a Tier 1 non-BCS Bowl Game (e.g., Capital One) ²	\$50,000
	Participation in a Tier 2 non-BCS Bowl Game (e.g., Outback, Cotton, Chic-fil-A)	\$37,500
	Participation in a Tier 3 non-BCS Bowl Game (e.g., Music, Liberty, Independence)	\$25,000
(3)	Appearance in a BCS Bowl Game (not Championship Game)	\$100,000
(4)	Appearance in BCS Championship Game (<u>or</u> BCS National Championship, whichever is greater)	\$150,000 (<u>or</u> \$250,000)
(5)	Top-5 finish in either the AP or Coaches' Poll	\$50,000".

6. Paragraph 7C of the Agreement is amended by making it Paragraph 7D. A new Paragraph 7C shall then be added which reads as follows:

"7.C. Richt shall be eligible for annual bonuses of (1) \$25,000 if he is selected as SEC Coach of the Year, and (2) \$50,000 if he is selected as National Coach of the Year. The maximum total bonus under this Paragraph is \$75,000, less normal deductions, per Season."

7. Paragraph 9 of the Agreement is amended by increasing the maximum potential Longevity Bonus referenced in the first sentence of Paragraph 9 from "\$2,400,000" to "\$3,120,000," less applicable deductions.

8. Paragraph 9A of the Agreement is amended by increasing the maximum potential Longevity Bonus referenced in Paragraph 9A from "\$2,400,000" to "\$3,120,000," less applicable deductions.

9. Paragraph 9C of the Agreement is amended by deleting Paragraph 9C in its entirety and replacing it with the following:

"9.C. If this Agreement is terminated before December 31, 2013, pursuant to paragraphs 14A(3)(e) or 14A(3)(f) because Richt is unable to perform the duties of Coach due to illness, death or disability, then the Association shall pay to Richt or his estate, on or before the effective date of termination, a Longevity Bonus which equals \$600,000, less normal deductions, plus an amount equal to

\$420,000 times the number of complete regular football seasons Richt coached the Team between January 1, 2008 and the date on which the Association gives the applicable notice of termination required by paragraph 14A(3). Additionally, if the Association gives the applicable notice of termination required by paragraph 14A(3) during a regular football season which has begun but not been completed (a "Partial Season"), then the Association shall add to any Longevity Bonus owed to Richt under this subparagraph an amount which equals \$420,000, less normal deductions, times the fraction obtained when the number of games coached by Richt during the Partial Season is divided by the number of games the Team was scheduled to play during that season."

10. Paragraph 9D of the Agreement is amended by deleting Paragraph 9D in its entirety and replacing it with the following:

"9.D. If this Agreement is terminated before December 31, 2013, pursuant to paragraph 14A(1) (termination by the Association for any or no reason, but without cause), then the Association shall pay to Richt, on or before the effective date of termination, a Longevity Bonus which equals \$600,000, less normal deductions, plus an amount equal to \$420,000 times the number of complete regular football seasons Richt has coached the Team between January 1, 2008 and the date on which the Association gives the applicable notice of termination required by paragraph 14A(1). Additionally, if the Association gives the applicable notice of termination required by paragraph 14A(1) during a Partial Season, then the Association shall add to any Longevity Bonus owed Richt under this subparagraph an amount which equals \$420,000, less normal deductions, times the fraction obtained when the number of games coached by Richt during the Partial Season is divided by the number of games the Team was scheduled to play during that season."

11. Paragraph 15B(5) of the Agreement is deleted in its entirety and replaced with the following: "(5) a sum of \$420,000, representing the amount of unpaid Longevity Bonus Richt could have accrued for the applicable year."

² These examples of which bowl games fit within each of the non-BCS "Tiers" are based on the 2007-2008 Season and may change in future Seasons.

In all other respects, the Agreement remains in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the effective date above written.

Approved by:

**UNIVERSITY OF GEORGIA ATHLETIC
ASSOCIATION, INC.**



Damon Evans
Director of Athletics



Michael F. Adams
Chairman of the Board of Directors



Mark Richt