

AGREEMENT MADE JULY 1, 2012

**MIKE BOBO**  
**ASSISTANT FOOTBALL COACH**

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- 2 ORIGINAL COPIES RETURNED TO ATHLETICS
- 1 ORIGINAL COPY KEPT PRESIDENT'S OFFICE FILES
- 1 COPY SENT TO LEGAL AFFAIRS

## **AGREEMENT**

This Agreement (“Agreement”) is made and entered into as of July 1, 2012, between the UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC. (“Association”) and MIKE BOBO (“Bobo”).

### **W I T N E S S E T H:**

WHEREAS, the University System of Georgia employs Bobo at the University of Georgia (collectively, the “University”), as Assistant Football Coach (“Coach”). Bobo is not and will not be an employee of the Association;

WHEREAS, the Association wishes to provide additional benefits and assurances to Bobo in order to induce him to accept or continue his employment with the University as Coach;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the acceptance by Bobo of employment or continued employment as Coach, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Bobo agrees to serve as Coach until June 30, 2013. Bobo shall perform the duties and exercise the powers which may from time to time be reasonably assigned to him by the University’s Head Football Coach or its Athletic Director (the “Athletic Director”). Bobo’s duties and powers include, but are not limited to:

A. Coaching the Football Team (“Team”) in such a manner as to have the Team be competitive and supported by the faculty, administration, students, fans, and alumni and alumnae of the University of Georgia (the “University Community”).

**B. Ensuring that student-athletes on the Team receive proper academic counseling and otherwise make maximum effort to complete their course work satisfactorily, satisfy graduation requirements, and attain degrees.**

**C. Recruiting student-athletes within the rules, regulations, and policies of the National Collegiate Athletic Association (“NCAA”), the Southeastern Conference or any successor conference the University may join (“SEC”), the University, and the Association, which student-athletes shall have the talent to make the Team competitive and shall have the personal characteristics necessary to be well regarded representatives of the University.**

**D. Complying with all NCAA, SEC, Association and University policies, rules, and regulations. Bobo recognizes an obligation personally to comply with and to exercise due care that all personnel and students subject to his control or authority comply with governing athletic rules including but not limited to those relating to recruiting and furnishing of unauthorized extra benefits to recruits and student athletes, including without limitation purchase or sale of game tickets and furnishing of unauthorized transportation, housing and meals, and with laws and governing athletic rules relating to gambling, betting and bookmaking, and illegal use, sale or possession of narcotics, drugs, controlled substances or other chemicals or steroids. In the event that Bobo becomes aware, or has reasonable cause to believe, that violations of governing athletic rules may have taken place, he shall report the same promptly to the Athletic Director.**

**E. Performing public relations functions at the reasonable request of the Athletic Director or Head Football Coach.**

**F. Conducting himself at all times in a sportsmanlike manner and coaching the Team in such a manner as to ensure that student-athletes on the Team act in a sportsmanlike manner.**

**G. Taking any and all reasonable actions to increase student and fan interest in and support of the Team in order for the Team to generate substantial net revenue for the Association and University.**

**H. Conducting himself in a manner as to uphold the highest standards of conduct and decorum expected of the administrators, faculty and staff of the University and its Athletic Programs.**

**I. Abiding by and complying with the constitution, by-laws, and interpretations of the NCAA and all NCAA, SEC, Association, and University rules and regulations relating to the conduct and administration of the Football Program.**

**J. Taking any and all actions necessary to comply with and to implement the policies of the Association and University relating to substance abuse and to class attendance by students subject to Bobo's control or authority, and to exercise due care that all personnel and students subject to his control or authority comply with such policies. Bobo shall remain current as to the content of such policies.**

**2. A. Bobo agrees to: devote his full time, attention, and abilities to his duties as Coach; well and faithfully serve the Association and the University; use his utmost endeavors to promote the interest of the Association, the University, and the student-athletes; comply with all applicable policies, rules, and regulations of the NCAA, SEC, the University, and the Association; and ensure that student-athletes on the Team comply with all applicable policies,**

rules, and regulations of the NCAA, SEC, the University, and the Association. Bobo shall have complete knowledge of the rules and regulations governing intercollegiate athletics and maintain strict compliance therewith and shall attend all rules education meetings unless the Athletic Director or his designee gives prior approval for Bobo's absence from such a meeting. Bobo understands and agrees that if he is found in violation of any NCAA regulations, he shall be subject to disciplinary or corrective action by the University and/or the NCAA at least as harsh as set forth in the provisions of the NCAA enforcement procedures.

B. During the term of his employment by the University, Bobo shall not, without the written consent of the Athletic Director and President of the University, be directly or indirectly engaged, concerned, or interested in any other business or activity from which he seeks personal gain (which written consent may be given subject to such terms or conditions as the Athletic Director and/or President of the University may require, and the breach of which shall be deemed to be a breach of this Agreement), other than owning less than ten percent of any publicly traded security, or receiving interest or dividends from a savings account, checking account, certificate of deposit, publicly available mutual fund, or similar publicly available and passive investment.

C. During the term of his employment with the University, Bobo shall notify the Athletic Director of any offers of employment, employment opportunities or requests for meetings or discussions with respect to possible employment opportunities before engaging in substantive discussions regarding such employment or employment opportunities.

D. Bobo acknowledges and agrees that the Association shall not be responsible for, and shall not pay to Bobo, any benefits he receives as a University employee

including, but not limited to, any compensation for vacation or any other type of “paid time off,” regardless of reason, either during or following his relationship with the Association. Bobo must obtain the prior approval of the Athletic Director or his authorized designee for any absence during any season or any other time Bobo is expected to be performing duties for the Football Program or the University. Bobo further acknowledges and agrees that any medical, retirement, disability, life insurance, or similar benefits provided to him as an employee of the University shall be governed exclusively by his relationship with the University and the Association shall never have any responsibility or liability for any such benefits or their equivalent.

3. The Association and Bobo acknowledge and agree that the University will employ Bobo as Coach at an annual gross salary of \$300,000, less normal deductions, payable pursuant to the practices of the University (“Base Salary”). Bobo acknowledges and agrees that his continued employment by the University as Coach, as well as his Base Salary, will be reviewed approximately annually by the University, following the end of the football season, generally before February 1, with the recommendation of the Association. The Association’s recommendations will be based on a number of performance factors, including but not limited to, the Team’s regular season and post-season success, graduation rates of players on the Team, Bobo’s fundraising activities, fan attendance, season ticket sales, alumni financial support, Bobo’s demonstrated ability to ensure the Team maintains compliance with all applicable rules and regulations, and Bobo’s efforts to bring favorable publicity to the Team and University. In the event Bobo’s Base Salary is increased, Bobo will be notified in writing by an authorized official of the University, and the action increasing his Base Salary will be recorded in the written records of the University and the Association.

4. A. The Association and Bobo acknowledge that the Association is obligated to endorse certain athletic shoes, apparel, and other equipment through contracts with certain equipment manufacturers and/or suppliers. The Association also has certain other radio, TV, endorsement, and marketing contracts. Bobo agrees to fully comply and abide by the terms and conditions of all such contracts.

B. Subject to the terms of the contract(s) between the Association and equipment manufacturers/suppliers, Bobo may receive up to a maximum of \$1,600 worth of shoes, apparel, or equipment manufactured by such manufacturers/suppliers during the year covered by this Agreement. Bobo acknowledges and agrees that in no event shall either the University or Association ever have any liability with respect to the provision of such shoes, apparel, or equipment.

C. At the expiration of any of the Association's contract(s), Bobo agrees to support in good faith the Association's negotiations with whatever third parties the Association chooses with the intent to enter into appropriate endorsement, consulting, or other service contracts. Any such contract will be in compliance with NCAA and SEC guidelines.

5. A. During the term of this Agreement, Bobo may be eligible for a performance-based bonus pursuant to the Association's then-current written bonus policy, if any. The University shall never have any liability with respect to any bonus. Any bonus earned by Bobo shall be paid within sixty (60) days following the end of the applicable season for which the bonus has been earned.

B. The Association shall pay Bobo a retention bonus of \$10,000, less applicable withholdings, on February 28, 2014, provided that Bobo remains continuously

employed by the University as Coach, and has not been relieved of his duties as Coach, through the conclusion of the 2013-2014 football season, including any post-season bowl game in which the Team plays in December 2013 or January 2014 (the "Retention Bonus"). Bobo shall not be entitled to the Retention Bonus if for any reason his employment with the University as Coach terminates, or he is relieved of his duties as Coach, prior to the end of the 2013-2014 football season, including any post-season bowl game. Nothing contained in this subparagraph shall constitute a guarantee of employment or continued employment, nor does it guarantee the renewal or extension of this Agreement or Bobo's relationship with the Association beyond that otherwise provided for in this Agreement. Prior and subsequent agreements between Bobo and the Association may refer to this same Retention Bonus and any such reference shall not be construed to increase any retention bonus for Bobo above \$10,000.

C. The Association agrees to pay or cause to be paid to Bobo the gross amount of \$35,000, less normal deductions, per year during the term of this Agreement as supplemental compensation (the "Supplemental Compensation"). Such amount shall be paid in two installments, with one-half payable on or before October 31 and one-half payable on or before March 31. Bobo acknowledges and agrees that the payment obligations of the Association under this paragraph shall be an obligation of the Association only, and Bobo hereby releases the University from any liability with respect thereto.

6. A. The Association agrees to either provide Bobo with one car of its choosing or to pay Bobo a car allowance of \$600 per full month during the term of this Agreement for Bobo to directly lease a car (such car, whether provided by the Association or directly leased by Bobo is referred to as the "Car"). The Association agrees to reimburse Bobo for the cost of all

necessary and appropriate insurance for the Car during the term of this Agreement up to an annual maximum of \$1,300. The parties understand and agree that the Association does not guarantee that it will be able to arrange to obtain the use of a Car and the Association's only obligation with respect thereto is set forth in this paragraph. Bobo agrees to purchase a minimum of \$100,000 per person and \$300,000 per accident in both bodily injury and underinsured motorist insurance coverage for the Car. Bobo agrees that he will be responsible for all remaining expenses (including gasoline, oil, and maintenance) incurred in operating the Car. Bobo acknowledges and agrees that any obligation with respect to the Car shall be an obligation of the Association only and the University shall not have any liability with respect thereto. As between the parties to this Agreement, Bobo shall be responsible for all damage, liability, injury, or other loss caused by or to the Car. Bobo acknowledges and agrees that he shall return the Car (if provided by the Association) within seven (7) days of any expiration or termination of this Agreement for any reason whatsoever.

B. The Association also agrees to reimburse Bobo for reasonable travel and entertainment expenses actually incurred by Bobo (and not paid for by others) during the term of this Agreement, so long as the expenses are incurred consistent with NCAA, University, Association, and SEC policies, rules, and regulations and are properly documented by Bobo.

7. Bobo understands and agrees that he shall annually obtain the prior written approval of the Athletic Director, President of the University, and Head Football Coach for all income and benefits received from sources other than the University or the Association arising out of, attributable to, or related in any way to his position as Coach, his affiliation with the Team or the University's Athletic Program, of his employment with the University ("Outside

Income”), such approval not to be unreasonably withheld. Outside Income includes, but is not limited to, income from radio, television, movie or video appearances; sports camps; dealer or loaner cars; cash payments, bonuses, annuities, interest, honoraria, royalties, and other income; housing allowances or benefits (including preferential housing arrangements); country club memberships; complimentary tickets; contracts with athletic shoe, apparel, or equipment manufacturers, whether or not related to endorsement, consulting or other services; serving on corporate boards of directors; making motivational speeches, films, or videos; and any other income or benefit received from sources other than the University or the Association. Bobo understands and agrees the University or Association has or will have certain contracts (such as for radio, internet, and TV, shoes, clothing, and other endorsements) which will preclude Bobo from arranging a separate, individual contract. Bobo also understands and agrees that the approval of any Outside Income relating to an activity which occurs after June 30, 2013 is subject to and dependent upon the extension of this Agreement beyond June 30, 2013. In the event this Agreement is not extended, or is terminated pursuant to paragraph 10, Bobo understands and agrees that he will not perform or participate in any approved activity designed to generate Outside Income after the date of termination or contract expiration, and further agrees that any contract he enters into relating to Outside Income will incorporate this limitation on his future activities and obligations. The parties agree that the University and Association shall never have any obligation or liability with respect to any Outside Income. No later than April 30 of each year, Bobo shall provide to the President of the University and the Athletic Director a written, detailed account of all Outside Income received by him during the previous 12 months.

8. Bobo understands and agrees that he shall obtain the prior written approval of the Head Football Coach, Athletic Director and President of the University before he makes any statements or appears on television, radio, in newspapers, magazines, published media, or other promotional material, such approval not to be unreasonably withheld. Bobo agrees that any publications, speeches, films, and videos in which he participates will be made in the same professional way and manner expected of any member of the faculty or administrative staff of the University. Bobo understands and agrees that he is not authorized to use the University's or Association's name, logo, or other intellectual property in connection with the endorsement, promotion, or advertisement of any product, merchandise, or service without the written permission of the President of the University and Athletic Director.

9. During the term of this Agreement, Bobo grants to the Association and the University the exclusive right to use, and the right to grant to others the use of, his name, nickname, initials, autograph, facsimile signature, voice, video or film portrayals, photographs, likenesses, images, facsimile images, logos, or trademarks (collectively, his "Name") in connection with, in association with, or for the promotion of the University, the Association, the Football Program, the radio and television shows produced by ISP or its successor, the sports apparel/equipment manufactured by Nike or its successor, and the other endorsement and promotional opportunities contemplated by this Agreement (and regardless of whether such use of Bobo's Name results in a financial or other benefit to the Association, University, or Team). To the extent necessary for the Association or University to complete the terms and conditions of existing agreements with sponsors or to sell existing inventory utilizing Bobo's Name, Bobo agrees that the Association and the University may continue to use Bobo's Name or endorsement,

on a non-exclusive basis, and continue to receive compensation arising from such use or endorsement after the termination or expiration of this Agreement; provided, however, that the Association and the University agree to terminate such use as promptly as possible after such termination or expiration of the Agreement. In addition, Bobo acknowledges that during and after the term of this Agreement, the Association and the University may use, and may grant to others the right to use, Bobo's Name for factual, historical, archival or documentary purposes. Bobo acknowledges that the Association and the University may have a relationship with another person whose name, nickname or initials are confusingly similar or identical to Bobo's name, nickname or initials and that nothing in this Agreement shall prohibit the Association or the University from using such name, nickname or initials to refer to such other person.

10. A. This Agreement shall continue in effect until June 30, 2013, unless terminated (1) for any reason or no reason by the Association's giving Bobo not less than seven (7) days advance written notice; (2) for any reason or no reason by Bobo's giving the Association not less than seven (7) days advance written notice, provided such notice period may be waived or shortened at the Association's election; or (3) immediately upon the Association's giving Bobo written notice (except in the case of termination pursuant to paragraph 10A(3)(e), in which case termination shall be effective on Bobo's death, and no notice need be given), of the existence or occurrence of any of the following: (a) the material failure to comply with any NCAA, SEC (or other conference the University joins), University, or Association rule, regulation, or policy by Bobo, student-athletes on the Team, or other "representatives of the University's athletic interest" (as defined by the NCAA) where Bobo consented to such violation, had prior knowledge of the violation, or where the Athletic Director or President of the

University determine that Bobo reasonably should have known of the violation; (b) Bobo's material breach of any provision of this Agreement, which either cannot be cured or which Bobo fails to cure within three (3) days of his receipt of written notice thereof; (c) Bobo's conviction of a felony or a misdemeanor involving an act of theft, larceny, embezzlement, fraud, dishonesty, or act of moral turpitude; (d) the occurrence of a material loss or damage to the Association or the University as a result of Bobo's commission of any act of theft, larceny, embezzlement, fraud, dishonesty, or act of moral turpitude as determined in good faith by the Association or the University, either of whose determination shall be final and binding; (e) Bobo's death; (f) Bobo's being absent for any reason, other than an approved absence, such approval not to be unreasonably withheld; (g) conduct by Bobo which violates the letter or spirit of any University policy, rule, or regulation not inconsistent with the express terms of this Agreement; provided, however, that the parties do not intend for this Agreement to be terminable under this subsection for minor, technical, or otherwise insignificant violations of University policies, rules, or regulations; (h) the termination of Bobo's employment with the University; (i) any conduct by Bobo which meets the common law definition of "cause" under Georgia law; or (j) any conduct by Bobo which, in the sole judgment of the President of the University, which judgment is reasonably exercised, is seriously prejudicial to the best interests of the University or its Athletic Program or which violates the University's mission.

B. The Association and University shall have the absolute discretion to waive the requirement of Bobo working during any notice period described in paragraph 10A of this Agreement. During any notice period, whether or not waived, Bobo shall continue to be paid his Base Salary, net of normal deductions, but shall not be eligible to receive any other payments

from the University or the Association and shall not be eligible for any Outside Income. Bobo's eligibility for any ancillary benefits received as a University employee (medical, retirement, vacation, and other such benefits) shall be determined solely in accordance with his relationship with the University and the Association shall never have any liability with respect to such benefits.

11. A. The parties understand and agree that if this Agreement is terminated pursuant to paragraph 10A(1), and Bobo executes (and does not revoke) a general release of claims substantially in the form of Exhibit A within sixty (60) days of such termination, then the Association shall pay Bobo any remaining, unpaid Supplemental Compensation (if any) which was payable during the term of this Agreement plus Bobo's monthly Base Salary (or a pro-rata weekly amount for partial months) until the later of either (1) June 30, 2013, or (2) a date which is six months from the date the Association gives Bobo the notice of termination pursuant to paragraph 10A(1) (the later of such dates is referred to in this subsection as the "Termination Payment End Date"); provided, however, that if Bobo has been unable to obtain another paid employment, business, or independent contractor position or opportunity as of the Termination Payment End Date, despite his good faith, diligent efforts to do so, then the Association will continue to pay Bobo only his monthly Base Salary until the earlier of (x) six months after the Termination Payment End Date; (y) the December 31 immediately following the Termination Payment End Date; or (z) the date on which Bobo obtains any position at an NCAA Division I Football Bowl Subdivision ("FBS") conference school or any position with a professional sports team. By way of interpretation only, the maximum period of post-termination Base Salary payments that is possible under this subparagraph is seventeen months and three weeks, if the

notice of termination is given to Bobo on July 2, 2012 and Bobo is unable to obtain a position following the termination of the Agreement. If the notice of termination is given to Bobo on January 24, 2013, then the maximum period of post-termination Base Salary payments that is possible under this subparagraph is eleven months (i.e., ending on December 31, 2013). In addition to the foregoing amounts, if this Agreement is terminated pursuant to paragraph 10A(1), and the notice of such termination is given to Bobo after May 1, 2013, then the Association shall pay Bobo an additional amount equal to one-half of his Supplemental Compensation (i.e., \$17,500) on October 31, 2013.

B. Bobo shall not be eligible to receive any other payments from the University or the Association and shall not be eligible for any Outside Income. Bobo's eligibility for any ancillary benefits received as a University employee shall be determined solely in accordance with his relationship with the University and the Association shall never have any liability with respect to any such benefits. Notwithstanding anything in this Agreement to the contrary, Bobo shall have a duty to mitigate his alleged damages by seeking other employment or paid opportunities and the Association's liability, if any, for the Base Salary and Supplemental Compensation payments provided in this paragraph 11 shall be reduced by any and all income earned by Bobo from any other employment, business, or independent contractor positions or efforts between the date of termination and the date the Association's obligation to pay Bobo's Base Salary and/or Supplemental Compensation expires. Bobo understands and agrees that he shall execute (and not revoke) a general release of claims substantially in the form of Exhibit A, and experience a "separation from service" (as described in paragraph 21), as a condition to receiving any post-termination payments.

C. Bobo understands and agrees that the Association's and the University's liability for any termination of this Agreement pursuant to paragraph 10A(1) shall be limited to the amounts set forth in this paragraph 11 and that, in the event of such a termination, the University and Association shall have no obligation or liability with respect to any payments, benefits or Outside Income not specifically provided for in this paragraph 11. All of the amounts described in this paragraph 11 shall be paid pursuant to the University's normal pay practices on the dates such payments would otherwise be due under this Agreement.

12. The parties understand and agree that if this Agreement terminates pursuant to paragraph 10A(2) or 10A(3), the Association and the University shall have no obligation or liability to Bobo after the date of termination for any amounts, payments or benefits, including, but not limited to payments otherwise payable under this Agreement or Outside Income. In the event that Bobo terminates this Agreement pursuant to paragraph 10A(2), or terminates his employment with the University, within one (1) year of the Association paying to relocate Bobo to the Athens, Georgia area (or, in the alternative, reimbursing Bobo for such expenses), then Bobo shall repay to the Association the full amount of such relocation expenses paid or reimbursed by the Association.

13. A. If a dispute, controversy, or claim arises between the parties to this Agreement, the parties agree that their respective representatives shall meet, consult in good faith, and attempt to settle the matter, within thirty (30) days of written notice thereof by either party, as a condition precedent to the initiation of arbitration proceedings as set forth below.

B. Any dispute, controversy, or claim between the parties including, without limitation, one arising out of, relating to, or concerning this Agreement; the breach, termination,

or invalidity of this Agreement; Bobo's employment, tort, or statutory claims; and the scope of this arbitration clause, shall be settled by binding arbitration administered in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association. The parties agree, however, that any such dispute shall be submitted to and settled by only one arbitrator. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

C. The arbitrator shall be mutually acceptable to the parties, or failing agreement, selected pursuant to the Employment Dispute Resolution Rules of the American Arbitration Association.

D. Arbitration proceedings under this Agreement shall be held in Atlanta, Georgia, or at such other place as may be selected by mutual agreement of the parties.

E. Strict rules of evidence shall not apply in any arbitration conducted pursuant to this Agreement. The parties may offer such evidence as they desire and the arbitrator shall accept such evidence as the arbitrator deems relevant to the issues and accord it such weight as the arbitrator deems appropriate. The arbitrator shall have the discretion to order a prehearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties. No party shall be allowed, however, to take more than two (2) depositions and no deposition shall last longer than seven (7) hours, unless the arbitrator determines that one or more depositions are necessary to preserve testimony.

F. The arbitration award shall be in writing and shall specify the factual and legal bases for the award. In rendering the award, the arbitrator shall determine the respective

rights and obligations of the parties according to the laws of the State of Georgia or, if applicable, federal law.

G. The arbitrator shall have the authority to award any remedy or relief that a federal or state court within the State of Georgia could order or grant, including without limitation, specific performance of any obligation created under this Agreement; the issuance of an injunction or other provisional relief; or the imposition of sanctions for abuse or frustration of the arbitration process. Notwithstanding the foregoing, except to the extent that it would limit any relief that is statutorily authorized under federal law on the specific underlying substantive claim or would otherwise be contrary to public policy, (i) the arbitrator shall have no authority to award damages, including punitive, exemplary, statutory, or compensatory damages in excess of the amounts set forth in paragraphs 11 or 12, as applicable; (ii) Bobo and the Association hereby waive any claim to damages, including punitive, exemplary, statutory, or compensatory damages, in excess of such amounts; and (iii) the arbitrator is specifically divested of any power to award any damages in excess of those provided for in this paragraph 13G.

H. All fees and expenses of the arbitration shall be equally divided by the parties; however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence; provided, further, that the Association shall be responsible for initially paying that portion of the filing and administrative fees, and the fees and expenses of the arbitrator, if any, that are directly attributable to any federal statutory claims brought by Bobo.

I. Neither party may disclose the existence, content, subject matter, or results of any arbitration under this Agreement, other than to their attorneys and advisors, without the

prior written consent of the other party, nor may the arbitrator disclose such information without the consent of both parties. This nondisclosure provision shall apply to all aspects of the arbitration proceeding, including without limitation, discovery, testimony, other evidence, briefs, and the award. The parties agree to notify their attorneys and advisors of this provision and to require them to comply with it.

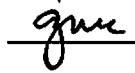
J. The parties intend that the arbitrator be independent and impartial. To this end, the arbitrator shall disclose to the parties any professional, family, educational or social relationships, past or present, with any party or counsel.

K. Any provisional remedy that would be available from a court of law shall be available from the arbitrator, at his discretion, to the parties pending the arbitrator's determination of the merits of the parties' dispute. This shall include orders of attachment, temporary restraining orders, injunctions, and appointment of a receiver. If the arbitrator issues such an order, either party may immediately apply to a court of competent jurisdiction for enforcement of the order, even though the arbitrator may not have rendered a final award.

L. It is the specific intent of the parties that this arbitration clause be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA"); however, if this clause is unenforceable for any reason under the FAA, then the parties intend that it be governed by the provisions of the Georgia Arbitration Code, O.C.G.A. § 9-9-1, et seq.

M. Both Bobo and the Association represent and warrant they have read this paragraph 13 have had an opportunity to consult with and receive advice from legal counsel regarding this paragraph 13 and hereby forever waive all rights to assert that this paragraph was the result of duress, coercion, or mistake of law or fact.

 (Initialed by Bobo)

 (Initialed by the Association)

14. In the event the arbitration clause in paragraph 13 of this Agreement is held to be unenforceable or inapplicable for any reason, the parties agree to be bound by this paragraph and resolve disputes as follows: (i) all disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of and be litigated in the United States District Court for the Middle District of Georgia; if that court does not accept jurisdiction, then in the Superior Court of Clarke County, Georgia, USA; (ii) the parties hereby consent to the exclusive jurisdiction and venue of such courts for the litigation of all disputes and waive any claims of improper venue, lack of personal jurisdiction, or lack of subject matter jurisdiction as to any such disputes; and (iii) Bobo and the Association hereby waive any claim to damages, including punitive, exemplary, statutory, or compensatory damages, in excess of the amounts set forth in paragraphs 11 or 12, as applicable.

15. Except to the extent governed by the FAA as provided in paragraph 13L above, this Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof.

16. The respective rights and obligations of the parties under paragraphs 9 through 22 this Agreement shall survive any expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

17. In the event that any provision, paragraph, covenant, or clause of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction or

otherwise, the validity of the remaining provisions, paragraphs, covenants, or clauses of this Agreement shall not be affected thereby and the invalid or unenforceable provision, paragraph, covenant, or clause shall be deemed not to be a part of this Agreement.

18. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. Any waiver or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach of any other provision or as a consent with respect to any similar instance or circumstance.

19. Bobo and the Association have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. This Agreement contains the entire agreement between the parties hereto and supersedes and cancels all previous and contemporaneous written and oral agreements, and no other representations, statements or inducements, oral or written, not contained herein shall be binding on the parties.

21. This Agreement shall be construed in a manner consistent with the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the Association, in its sole discretion and without the consent of Bobo, may amend any provision of this Agreement if and to the extent that the Association determines that such amendment is necessary and appropriate to comply with the applicable requirements of Section

409A of the Code. Consistent with the purpose of this paragraph, if and to the extent that items eligible for expense reimbursement under this Agreement constitute deferred compensation under Section 409A of the Code, such reimbursements shall be made in a manner which will qualify for an exemption under Section 409A of the Code, which will include making such reimbursements subject to the following special rules: (a) the amount of expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in any other calendar year; (b) no right to a reimbursement may be exchanged or liquidated for another payment or benefit; and (c) any reimbursement of expenses shall be made as soon as practicable under the circumstances, but in no event later than the end of the calendar year following the calendar year in which the related expenses are incurred; provided, however, if no properly documented claim for an expense reimbursement is made before the expiration of the reimbursement deadline described in this subparagraph (c), Bobo shall forfeit his right to any reimbursement for such expense. Finally, consistent with the purpose of this paragraph, the timing of any payments to be made under this Agreement based on a termination of this Agreement shall be made when such termination also constitutes a "separation from service" within the meaning of Section 409A of the Code.

22. All payments to Bobo that are specified in this Agreement are gross payments which are subject to applicable withholdings, taxes, and deductions.

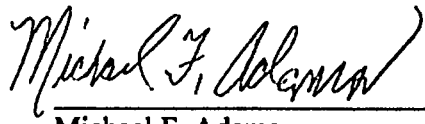
23. In the event the University implements a furlough program which applies to at least a majority of all University employees, then Bobo's annual Base Salary payable for such year shall be automatically reduced by a percentage which equals the number of furlough days instituted by the University divided by the number of working days in that year as determined by the University (there are approximately 260 working days in a year). Such reduced level of Base Salary shall remain in effect during the year in which the furlough program is instituted.

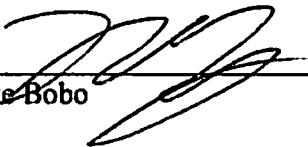
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNIVERSITY OF GEORGIA  
ATHLETIC ASSOCIATION, INC.

Approved by:

  
\_\_\_\_\_  
Greg McGarity  
University Athletic Director

  
\_\_\_\_\_  
Michael F. Adams  
Chairman of the Board of Directors

  
\_\_\_\_\_  
Mike Bobo

**“Exhibit A”**

**GENERAL RELEASE**

This General Release (the “Release”) is executed by Mike Bobo (“Coach”) in exchange for his receipt of the post-termination payments set forth in the Agreement (the “Agreement”) between Coach and the University of Georgia Athletic Association, Inc. (the “Association”).

**WHEREAS**, pursuant to the Agreement, Coach was employed by the University System of Georgia at the University of Georgia (collectively, the “University”) and Coach’s employment relationship with the University and his Agreement with the Association has ended;

**NOW, THEREFORE**, Coach hereby knowingly and voluntarily acknowledges and agrees as follows:

**1. General Release**

- (a) Coach hereby irrevocably and unconditionally releases, acquits, and forever discharges the Association, the University, the Board of Regents of the University System of Georgia, the State of Georgia, and each of their respective former and current employees, representatives, officers, administrators, trustees, divisions, subsidiaries, and affiliates (collectively, the “Releasees”), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including but not limited to any local, state, or federal common law, contract, constitution, or statutory claims for back pay, front pay, wages, compensatory damages, punitive damages, benefits, severance, vacation pay, sick pay, bonus, or any other form of compensation from the Releasees, including but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, 42 U.S.C. §§ 1981 and 1983; and the Employee Retirement Income Security Act of 1974, as amended. Notwithstanding the foregoing, Coach does not release any claim for post-termination payments specified in the Agreement; claims for accrued medical or retirement benefits earned while employed by the University; or claims which, by law, cannot be released.
- (b) Coach also hereby knowingly and voluntarily releases and forever discharges Releasees, collectively, separately, and severally, from any and all claims, causes of action, and liabilities arising under the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), which he may have or claim to have against Releasees. Notwithstanding any other provision or paragraph of this Release, Coach does not hereby waive any rights or claims under the ADEA that may arise after the date on which he signs this Release.

- (i) Coach acknowledges and represents that he has been given a reasonable period of at least twenty-one (21) days to consider the terms of this Release; that by this Release the Association has advised Coach in writing to consult with an attorney prior to executing this Release; and that he has received valuable and good consideration in exchange for his execution of this Release.
- (ii) Coach will have a period of seven (7) days after the date on which he signs this Release in which to revoke his release of ADEA claims. In order for any revocation of ADEA claims to be effective, such revocation must be communicated to the Association in writing and received by the Association within the seven (7) day revocation period.

**2. Return of Property**

Coach covenants and agrees that he has returned or will return all University and/or Association property, including but not limited to vehicles, credit cards, computers, phones, or other property that he may have in his possession or control.

**3. No Assignment of Claims**

Coach represents and warrants that as of the date he signs this Release, he has not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or matter herein released. Coach hereby agrees to indemnify and hold harmless the Releasees from and against any liability or loss based on, or transfer.

**4. Understanding**

Coach covenants and agrees that he understands the effect of this Release. Coach warrants and agrees to seek the advice of an attorney as to such terms, provisions, and conditions of the Release to his knowledge and understanding of the content

