

**FIRST AMENDMENT TO THE EMPLOYMENT CONTRACT
BETWEEN THE GEORGIA TECH ATHLETIC ASSOCIATION AND
COACH PAUL JOHNSON**

This first amendment (First Amendment) of the Head Football Coach Employment Contract, effective as of December 10, 2007, is made by and between the Georgia Tech Athletic Association (the "Association") and Paul Johnson (the "Coach"), and Paul Johnson Consulting, Inc.

WITNESSETH

WHEREAS, the parties entered into that certain Head Football Coach Employment Contract dated December 10, 2007 (Contract), and whereby Coach agreed to perform such duties as are reasonable and customary for a coach in administration of a football program, and the Association agreed, inter alia, to compensate Coach for his services;

WHEREAS, the parties to said Contract have subsequently discussed changes to the Contract (this First Amendment) and wish to amend certain terms and conditions of the Contract; and

WHEREAS, Coach has agreed to not pursue overtures recently made to him for employment as Head Football Coach at other institutions; and

WHEREAS, except as amended herein, the terms and conditions of the Contract dated December 10, 2007 shall remain in full force and effect,

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the parties to the Contract hereto agree as follows:

1. Article I of the Contract is deleted in its entirety and replaced as follows:

ARTICLE I

TERM

This Contract is for a term of eight (8) consecutive years, beginning December 10, 2007, and ending December 31, 2015.

If the Association terminates this Contract without cause, the Association shall buy out its further obligations under the Contract by paying to Coach or Paul Johnson Consulting, in equal monthly installments, one hundred percent (100%) of all monies due Coach or Paul Johnson Consulting under the terms of the Contract for each of the remaining years or pro rata portion of any year remaining under the Contract under Article III A. (Annual Salary), Article III B. (Use of Automobile or an agreed upon annual allowance), Article III F (Sideline, Shoes & Apparel) Article III G. (Radio and Television) and Article III H. (Personal Appearances and Speaking).

A schedule setting forth these buy-out amounts is attached hereto and incorporated herein as Exhibit A to this First Amendment.

In no event, shall the Association be liable for, and Coach as well Paul Johnson Consulting hereby expressly waive, any further claim for damages of any nature whatsoever arising from the termination, without cause, of this Contract except for the payments set forth in the preceding paragraph. The aforementioned termination payment shall be the total and sole amount that Coach shall be entitled to receive from the Association in the way of compensation and benefits, which would accrue.

If at any time during the term of this Contract, Coach voluntarily terminates his employment and this Contract by resignation to accept a position as a football Coach of another collegiate institution or professional team, the Association's obligations to Coach and Paul Johnson Consulting under this Contract shall cease and the Coach and Paul Johnson Consulting shall only be entitled to those amounts earned and remaining unpaid as of the date of Coach's voluntary termination of employment. It is understood and agreed that if Coach voluntarily terminates his employment with the Association to accept a position as a football coach of another collegiate institution or professional football team, Coach shall owe the Association the sum of One Million Dollars (\$1,000,000) if the Contract is terminated prior to January 1, 2010, or Seven Hundred Fifty Thousand Dollars (\$750,000), if Coach terminates the Contract to accept a coaching position with another collegiate institution or professional football team after January 1, 2010. Coach understands and agrees not to apply for or otherwise seek any other position as a football coach on the intercollegiate and/or professional level without prior notice to the Association.

2. Article III A. is deleted in its entirety and replaced as follows:

A. ANNUAL SALARY

The Association shall pay Coach in equal monthly installments beginning December 10, 2007, a salary of Three Hundred Twenty-Five Thousand Dollars for the first year of this Contract. During the term of this Contract, the annual salary shall be as follows:

2008	-	\$325,000
2009	-	\$325,000
2010	-	\$325,000
2011	-	\$325,000
2012	-	\$325,000
2013	-	\$325,000
2014	-	\$325,000
2015	-	\$325,000

3. Article III E of the Contract is deleted in its entirety and replaced as follows:

E. EXEMPLARY PERFORMANCE

In recognition of the fact that exemplary performance by the intercollegiate football team produces both tangible and intangible benefits for the Association and the Georgia Institute of

Technology by focusing favorable, public attention on the Association and the Georgia Institute of Technology, and in further recognition of the additional work and sacrifice of Coach to prepare and participate in a pre-season or post-season bowl game, the Association shall pay additional compensation to Coach in each year of this Contract in which any of the following events occur:

1. Coach shall be paid an additional One Hundred Twenty-Five Thousand Dollars (\$125,000) for each season in which the Georgia Tech football team achieves a Graduation Success Rate of seventy percent (70%), as calculated by the NCAA according to their criteria;

2. Coach shall be paid an additional incentive for achieving athletic performance goals as follows regarding APR Rates (not cumulative);

Greater than or equal to 930	\$25,000
Greater than or equal to 940	\$50,000
Greater than or equal to 950	\$75,000

3. Coach shall be paid an additional Two Hundred Thousand Dollars (\$200,000) for being the ACC Champion in a season in which the Coach participates and completes the season;

4. Coach shall be paid an additional Seventy-Five Thousand Dollars (\$75,000) for each season in which the team and the Coach participate in a bowl game. This amount shall be increased to Two Hundred Thousand Dollars (\$200,000) if said post-season game is a Bowl Championship Series (BCS) game;

5. Coach shall be paid an additional Fifty Thousand Dollars (\$50,000) for each bowl win;

6. Coach shall be paid an additional Two Hundred Fifty Thousand Dollars (\$250,000) for a BCS national championship;

7. Coach shall be paid an additional Twenty-Five Thousand Dollars (\$25,000) for any season in which he is selected ACC Coach of the Year by the following media outlets: ACC Football Writers, AP, USA Today, College Football Writers Association, ESPN.com, FOXSports.com. Coach can only earn a maximum of \$25,000 for any given season under this provision. It is non-cumulative;

8. Coach shall be paid an additional Fifty Thousand Dollars (\$50,000) for each year in which he is selected the Bobby Dodd National Coach of the Year or the National Coach of the Year by the following media outlets: ACC Football Writers, AP, USA Today, College Football Writers Association, ESPN.com, FOXSports.com. Coach can only earn a maximum of \$50,000 for any given season under this provision. It is non-cumulative;

9. Coach shall be paid an additional Ten Thousand Dollars (\$10,000) in any season in which the Georgia Tech football team is ranked in the Top 25 at any time during the regular season by the following polls: AP, Coaches, BCS, Harris, or Coach shall receive Twenty-Five Thousand Dollars (\$25,000) for any season in which the Georgia Tech Football Team is ranked

in the Top 25 in the final regular season poll according to the following media outlets: AP, Coaches, BCS, Harris, or,

Coach shall be paid an additional Fifty Thousand Dollars (\$50,000) if the Georgia Tech football team is ranked in the Top 10 in the final season rankings after the bowl games according to the BCS, AP or Coaches poll. It is understood and agreed that in any year the Coach will receive no more than Fifty Thousand Dollars (\$50,000) for the ranking of the Georgia Tech football team in any given season.

10. It is understood and agreed that any incentives earned under Article III E shall be paid as follows: The first Two Hundred Thousand Dollars (\$200,000) of incentives earned shall be paid on January 30th of the next year following the season in which they are earned and any remaining incentives earned by Coach shall be paid on May 30th of the year following the season in which they are earned.

11. It is understood and agreed that there is no cap on the total value of the incentives Coach may earn in any given year. It is expressly understood and agreed that in order for Coach to receive any of the aforementioned bonuses pertaining to participation in post-season bowl games, the Coach must have served as Head Coach in the preparation for and participation in said bowl game.

4. Article III F is deleted in its entirety and replaced as follows:

F. SIDELINE, SHOES, HATS and APPAREL

Coach agrees to waive his right to negotiate separate contracts for apparel, footwear, hats, uniforms, or other items in exchange for payment to Paul Johnson Consulting, Inc., for the benefit of Coach by the Association of the Annual amount of One Hundred Fifty Thousand Dollars (\$150,000) in each year of this Contract. All payments due hereunder shall be payable in equal quarterly installments by the Association on March 31st, June 30th, September 30th and December 31st of each year of this Contract. Coach agrees to assign to the Association his right to payment from any manufacturer for contracts entered into prior to the date of this Contract for which payment is to be made after the effective date of this Contract Amendment.

5. Article III G of the Contract is deleted in its entirety and replaced as follows:

G. RADIO AND TELEVISION

The Association and Coach agree that as a part of this Contract, Paul Johnson Consulting, Inc., shall be paid for the benefit of Coach for the television and radio shows produced during the football seasons covered by this Contract provided that he has appeared and participated in such shows. All shows shall be scheduled at times that are mutually agreed upon by Coach and ISP or other producer selected by the Association. For his participation in said shows, Coach shall be paid each year according to the schedule set forth below. All payments due hereunder shall be payable in equal quarterly installments by the Association on March 31st, June 30th, September 30th and December 31st of each year of this Contract. The Association shall be

responsible for all costs of production of said shows. Coach's radio obligation shall include post game and pregame interview, a one hour weekly show and a daily 3-5 minute show. Coach's television obligation is for at least twelve (12) weekly 30 minute shows per football season.

2009	-	\$1,300,000
2010	-	\$1,300,000
2011	-	\$1,369,000
2012	-	\$1,440,700
2013	-	\$1,513,000
2014	-	\$1,588,000
2015	-	\$1,667,000

6. Article III H of the Contract is deleted in its entirety and replaced as follows:

H. PERSONAL APPEARANCES AND SPEAKING

Coach agrees to make a minimum of twenty (20) appearances or speaking engagements per year for the Alexander-Tharpe Fund to assist fundraising and public relations, if requested to do so, and in exchange for this Contract, the Association agrees to pay Paul Johnson Consulting, Inc., for the benefit of Coach, the annual sum of Five Hundred Twenty-Five Thousand Dollars (\$525,000) in each year of this contract. All payments due hereunder shall be payable in equal quarterly installments by the Association on March 31st, June 30th, September 30th and December 31st of each year of this Contract.

The payments described in Paragraphs F, G and H are expressly contingent upon Coach complying with the terms and conditions of Exhibits B and C attached to the Contract and which are expressly incorporated herein, and complying with the terms and obligations set forth in those exhibits.

7. Article VII of the Contract is amended to add the following language as follows:

CONDITIONS OF EMPLOYMENT

Coach shall recognize and comply with the laws, policies, rules and regulations of and governing the Georgia Institute of Technology, the Georgia Tech Athletic Association and the rules of the National Collegiate Athletic Association and the Atlantic Coast Conference as now constituted or as they may be amended during the term hereof. Coach shall also use reasonable efforts to ensure that all assistant coaches and any other employees for which he is administratively responsible comply with the aforesaid policies, rules and regulations as well. *Failing to do so may result in a monetary fine at the Athletic Director's discretion, of up to One Thousand Dollars (\$1,000) or termination, according to the express provisions of Article VIII of the Contract. If a fine is imposed, it will be collected by a personal payment and will be made out to the Alexander-Tharpe Fund.*

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First day of January, 2009.

HEAD FOOTBALL COACH

PAUL JOHNSON

PAUL JOHNSON CONSULTING, INC.

PAUL JOHNSON
President

GEORGIA TECH ATHLETIC ASSOCIATION

DAN RADAKOVICH
Director of Intercollegiate Athletics

GEORGIA INSTITUTE OF TECHNOLOGY

GARY SCHUSTER
Interim President, Georgia Institute of Technology
Chairman, Georgia Tech Athletic Association Board



Georgia Tech Athletic Association

EMPLOYMENT CONTRACT

This Employment Contract (hereinafter referred to as the “Contract”), is made by and between the **Georgia Tech Athletic Association** (hereinafter referred to as the (“ASSOCIATION”), and **Paul Johnson** (hereinafter referred to as “COACH”). The effective date of this Contract is December 10, 2007.

WITNESSETH:

WHEREAS, the ASSOCIATION and COACH entered into that certain Employment Contract dated December 10, 2007; and

WHEREAS, the ASSOCIATION and COACH have agreed to employ COACH solely and exclusively in the non-assignable position of Head Football Coach for the intercollegiate football program of the Georgia Institute of Technology; and

WHEREAS, COACH desires to accept said offer of employment;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Association hereby employs COACH as the Head Football Coach for the intercollegiate football program of the Georgia Institute of Technology and COACH hereby accepts employment as Head Football Coach under the following terms and conditions.

ARTICLE I

TERM

This Contract is for a term of seven (7) consecutive years, beginning December 10, 2007, and ending December 31, 2014.

If the Association terminates this Contract without cause, the Association shall buy out its further obligations under the Contract by paying to COACH or Paul Johnson Consulting, in equal monthly installments seventy-five percent (75%) of all monies due COACH or Paul Johnson Consulting for each of the remaining years under the Contract under Article III A. (Annual Salary), Article III F (Sideline, Shoes & Apparel) Article III G. (Radio and Television) and Article III H. (Personal Appearances and Speaking) A schedule setting forth these buy-out amounts is attached hereto and incorporated herein as **Exhibit A**.

In no event shall the Association be liable for, and COACH as well as Paul Johnson Consulting hereby expressly waive, any further claim for damages of any nature whatsoever arising from the termination, without cause, of this Agreement except for the payments set forth in the preceding paragraph. The aforementioned termination payment shall be the total and sole amount that COACH shall be entitled to receive from the ASSOCIATION in the way of compensation and benefits, which would accrue all unused leave, for termination without cause.

If at any time during the term of this Contract, COACH voluntarily terminates his employment and this Contract by resignation, the ASSOCIATION'S obligations to COACH and Paul Johnson Consulting under this Contract shall cease and COACH will owe the ASSOCIATION \$750,000.00 if COACH terminates prior to January 1, 2009 and \$500,000.00 if COACH terminates after that date. COACH understands and agrees not to apply for or otherwise seek any other position as a football coach on the intercollegiate and/or professional level without prior notice to the ASSOCIATION.

ARTICLE II

DUTIES

The parties agree that COACH'S duties as Head Football Coach of the Georgia Institute of Technology shall include, but are not limited to the following:

1. Report to the Director of Athletics and plan, develop, administer, and evaluate the football program.

2. Advise the football staff and team of all applicable ASSOCIATION, NCAA, Conference and other applicable rules and policies, as directed by the administration of the ASSOCIATION, and be responsible for and use his best efforts to ensure that the football staff and team are in compliance with said rules and policies.

3. Cooperate with the ASSOCIATION administration in monitoring the academic progress of student-athlete football players to facilitate pursuit of a baccalaureate degree.

4. Recruit, direct, supervise and evaluate the assistant football coaches and all related football support personnel.

5. Recommend hiring, selection, compensation, discipline, and discharge of assistant football coaches and all related football support personnel.

6. Recommend students for athletic grant-in-aid scholarships from the ASSOCIATION.

7. Plan and supervise programs for player training, conditioning, and drug education and testing, using program development input from support sources such as the Head Trainer, Team Physician, and Strength and Conditioning Coach.

8. Develop, supervise, and conduct the recruiting program for student-athlete football players.

9. Direct student-athlete football players to the appropriate ASSOCIATION source for assistance regarding financial aid, academic advisement, and general student needs provided by the ASSOCIATION.

10. Provide appropriate program safety requirements by relying upon the professional advice of the head athletic trainer, and staff and the team physician assigned by the ASSOCIATION.

11. Evaluate individual and team strengths and develop strategies for skill improvement.

12. Supervise all games, scrimmages, and practices or delegate this responsibility to an appropriate staff member in COACH'S absence.

13. Discipline student-athletes for violations of team rules, ASSOCIATION regulations or conduct impacting upon team matters, team policies or the reputation of the ASSOCIATION.

14. Have primary responsibility for developing and administering the budget for the football program subject to the approval of the Director of Athletics and in a manner consistent with ASSOCIATION policy.

15. Cooperate with the Sports Information Director in the preparation of brochures, programs, statistical reports, and press releases in support of the football program.

16. Assist the Alexander-Tharpe Fund, when reasonably requested, in fund-raising efforts to support the football program.

17. Oversee the preparation and update of the equipment inventory for the football program in conjunction with and upon the advice of the head equipment manager.

18. Oversee football staff activity relating to public relations and promotions functions for the football program.

19. Represent the ASSOCIATION, when reasonably requested, in organizations governing the intercollegiate football program, as deemed necessary by the Director of Athletics, such as NCAA, ACC, CFA, etc.

20. Perform duties assigned by the Director of Athletics customary to the position of Head Football Coach and the operation of the football program.

21. As schedule permits, assist and promote the ASSOCIATION by soliciting and encouraging contributions to and support of the ASSOCIATION'S intercollegiate football program.

22. As schedule permits, represent the ASSOCIATION and its intercollegiate football program at appropriate events and meetings, including meetings of the Alexander-Tharpe Fund and Alumni Association.

ARTICLE III

COMPENSATION AND BENEFITS

In consideration for COACH'S services and for his satisfactory performance of the terms, conditions and duties stated herein, the ASSOCIATION agrees to compensate COACH in the following manner. During the term of this contract, the total compensation package will increase annually at a minimum of Twenty-Five thousand dollars (\$25,000.00) per year.

A. ANNUAL SALARY

The ASSOCIATION shall pay COACH, in equal monthly installments beginning December 10, 2007, a salary of Three Hundred Twenty Five Thousand Dollars (\$325,000.00) for the first year of this Contract. During the term of this Contract, the annual compensation will be as follows:

2009	-	\$325,000
2010	-	\$325,000
2011	-	\$350,000
2012	-	\$350,000
2013	-	\$350,000
2014	-	\$375,000

B. USE OF AUTOMOBILE

The ASSOCIATION shall annually provide COACH with two courtesy automobiles. COACH shall be reimbursed for business mileage and for expenses associated with the maintenance of the vehicles, including, but not limited to, oil, repairs, and tires. COACH will be subject to Internal Revenue Service reporting requirements for personal use of these automobiles. Income taxes will be withheld from him based on the fair rental value of the vehicles through the payroll reporting system. The ASSOCIATION shall maintain liability insurance on said vehicles with coverage limits in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence with COACH and spouse only being insured under said policy.

C. CLUB MEMBERSHIPS

The ASSOCIATION has provided COACH with a family membership to a mutually agreeable country club and shall continue to pay the monthly dues and football business related charges for same. While not a requirement, it is the express request of the ASSOCIATION that payments made pursuant to this paragraph to be used for COACH'S relaxation and enjoyment, and to market and promote the Georgia Institute of Technology, its academic curriculum, football program and alumni relations and fundraising.

D. ASSOCIATION BENEFITS

1. COACH shall be entitled to be provided, at no charge, the same family medical insurance, paid vacation leave, sick leave, and retirement benefits as other non-classified ASSOCIATION employees. Such employee benefits are set out in detail in the Faculty/Staff Handbook as well as posted on the Georgia Institute of Technology's Office of Human Resources website, to which reference is here made and which provisions are incorporated herein by reference. Additionally, the ASSOCIATION agrees to allow COACH to buy his COBRA benefits for eighteen months after separation or termination, provided he otherwise qualifies for such benefits.

2. With the prior approval of the Athletic Director, the Georgia Tech Athletic Association (GTAA) shall pay all moving and travel expenses incurred by Coach and his family in moving their household goods to Atlanta, placing goods in storage, if necessary, and traveling to Atlanta in accordance with Association and Institute policies and State Law.

3. With the prior approval of the Athletic Director, the Georgia Tech Athletic Association (GTAA) will pay for temporary housing for Coach until such time as he locates permanent housing and it is suitable for occupancy, but in no event greater than six (6) months from the date of the Agreement.

E. EXEMPLARY PERFORMANCE

In recognition of the fact that exemplary performance by the intercollegiate football team produces both tangible and intangible benefits for the ASSOCIATION and the Georgia Institute of Technology by focusing favorable, public attention on the ASSOCIATION and the Georgia Institute of Technology, and in further recognition of the additional work and sacrifice of COACH to prepare and participate in a pre-season or post-season bowl game, the ASSOCIATION shall pay additional compensation to COACH in each year of this Contract in which any of the following events occur:

1. COACH shall be paid an additional One hundred and Twenty-Five Thousand Dollars (\$125,000) for each season in which the Georgia Tech football team achieves a Graduation Success Rate of seventy percent (70%), as calculated by the NCAA according to their criteria;

2. COACH shall be paid an additional incentive for achieving athletic performance goals as follows regarding APR Rates (not cumulative);

Greater than or equal to 930	\$25,000
Greater than or equal to 940	\$50,000
Greater than or equal to 950	\$75,000

3. COACH shall be paid an additional One Hundred Thousand Dollars (\$100,000.00) for being the ACC Coastal Division Champion or Co-champion in a season in which the COACH participates and completes the season;

4. COACH shall be paid an additional Two Hundred Thousand Dollars (\$200,000.00) for being the ACC Champion in a season in which the COACH participates and completes the season;

5. COACH shall be paid an additional Seventy-Five Thousand Dollars (\$75,000.00) for each season in which the team and the COACH participate in a bowl game. This amount shall be increased to Two Hundred Thousand Dollars (\$200,000.00) if said post-season game is a Bowl Championship Series game;

6. COACH shall be paid an additional Two Hundred, Fifty Thousand Dollars (\$250,000.00)

for a BCS National Championship;

7. It is understood and agreed that any incentive earned under this paragraph shall be payable on or before January 31 of the year following the season in which it is earned and will not exceed Five Hundred Thousand Dollars (\$500,000.00) in any given year. It is expressly understood and agreed that in order for COACH to receive any of the aforementioned bonuses pertaining to post-season bowl games, the COACH must have served as Head Coach in the preparation and participation of said games.

F. SIDELINE, SHOES, HATS and APPAREL

COACH agrees to waive his right to negotiate separate contracts for apparel, footwear, hats, uniforms, or other items in exchange for payment to Paul Johnson Consulting, Inc. for the benefit of COACH by the ASSOCIATION of the Annual amount of One Hundred Thousand Dollars (\$100,000.00). All payments due hereunder shall be payable in equal, quarterly installments by the ASSOCIATION on March 31st, June 30th, September 30th and December 31st of each year of this contract. COACH agrees to assign to the ASSOCIATION his right to payment from any manufacturer for contracts entered into prior to the date of this agreement for which payment is to be made after the effective date of this Contract.

G. RADIO AND TELEVISION

The ASSOCIATION and COACH agree that as a part of this agreement, Paul Johnson Consulting, Inc. shall be paid for the benefit of COACH for the television and radio shows produced during the football seasons covered by this Contract provided that he has appeared and participated in such shows. All shows shall be scheduled at times that are mutually agreed upon by COACH and ISP or other producer selected by the ASSOCIATION. For his participation in said shows, COACH shall be paid Seven Hundred, Seventy Five Thousand Dollars (\$775,000.00). All payments due hereunder shall be payable in equal, quarterly installments by the ASSOCIATION on March 31st, June 30th, September 30th and December 31st of each year of this contract. The ASSOCIATION shall be

responsible for all costs of production of said shows. COACH'S radio obligation shall include post-game and pregame interview, a one hour weekly show and a daily 3 - 5 minute show. COACH'S television obligation is for at least twelve (12) weekly 30 minute shows per football season.

2009	-	\$800,000
2010	-	\$825,000
2011	-	\$825,000
2012	-	\$850,000
2013	-	\$875,000
2014	-	\$875,000

H. PERSONAL APPEARANCES AND SPEAKING

COACH agrees to make a minimum of twenty (20) appearances or speaking engagements per year for the Alexander-Tharpe Fund to assist fund raising and public relations, if requested to do so, and in exchange for this agreement, the ASSOCIATION agrees to pay Paul Johnson Consulting, Inc. for the benefit of COACH, the annual sum of Three Hundred Thousand Dollars (\$300,000.00). All payments due hereunder shall be payable in equal, quarterly installments by the ASSOCIATION on March 31st, June 30th, September 30th and December 31st of each year of this contract.

The payments described in Paragraphs F, G and H are expressly contingent upon COACH executing, on or before the date when he executes this Contract, Exhibits B and C hereto, which are expressly incorporated herein, and complying with the terms and obligations set forth in those exhibits.

I. MISCELLANEOUS BENEFITS

The ASSOCIATION agrees to grant COACH the following additional benefits because of his position as Head Football Coach:

1. **Skyboxes**: COACH shall receive, at no cost, one (1) Skybox each football season as part of his compensation in a mutually agreed upon location;

2. **Football tickets:** COACH shall receive 20 tickets to all home football games at no cost and 10 Bowl tickets at no cost. COACH shall also receive 12 tickets at no cost to away games. These tickets will be the best available;

3. **Basketball Tickets:** COACH shall be entitled to six (6) tickets, to all home basketball games and the ACC Tournament;

4. **Summer Football Camps:** COACH shall be entitled to utilize the facilities of the Georgia Tech Athletic Association, to conduct an annual summer football camp. The ASSOCIATION waives any interest in the revenue generated by the camp conducted by COACH in view of the benefit to the football program derived from the conduct of the camp. COACH shall be entitled to use facilities at no cost except for the dorm, dining hall expenses and field preparation which the COACH must pay. COACH must also maintain comprehensive general liability insurance coverage of at least \$2,000,000.00 with a deductible not to exceed \$10,000.00 naming the ASSOCIATION and the Institute as additional insured. COACH agrees to indemnify and hold the ASSOCIATION, the Institute and the Georgia Board of Regents harmless from any and all claims arising out of the operation of said summer camps;

5. **Clinics, Publications, Coaching Videos, and Other Outside Activities:** The ASSOCIATION expressly authorizes COACH to participate in any speaking engagements, clinics, public appearances, videos, television appearances, and authorship of football-related books and articles, provided said activity does not conflict with COACH'S responsibilities as Head football Coach and ASSOCIATION waives any interest in the revenue generated by these activities provided the revenue is disclosed annually in accordance with NCAA and ASSOCIATION policies;

6. **Signing Bonus:** The ASSOCIATION agrees to pay COACH a one time bonus of Two Hundred Thousand Dollars (\$200,000.00) within thirty (30) days of the signing of this employment contract. In addition the ASSOCIATION will pay up to Five Hundred Thousand Dollars (\$500,000.00) to the United States Naval Academy or its designee towards the release of the

obligations by COACH to the Academy no later than ninety (90) days from December 10, 2007.

ARTICLE IV
OUTSIDE INCOME

The parties agree that all football-related contractual agreements between COACH and persons, parties, or legal entities of any type, outside of the ASSOCIATION, shall first receive prior written approval from the ASSOCIATION'S Director of Athletics for all athletically related income said approval being in addition to the requirements of NCAA Bylaw 11.2 and its subparts and any amendments thereto. The request for approval shall be in writing and shall include the amount and sources of the income. Sources of such income shall include but are not limited to income from annuities, sports camps, country club memberships, complimentary ticket sales, television and radio programs and endorsement or consultation contracts for athletic shoe apparel or equipment manufacturers. In addition, such outside contracts shall be consistent with ASSOCIATION policies and procedures and the laws of the State of Georgia.

ARTICLE V
LONG-TERM ILLNESS OR INCAPACITY

If COACH cannot or does not substantially perform his duties as the ASSOCIATION'S Head Football Coach because of illness or medical or psychological incapacity of any type whatsoever for a cumulative total of more than six (6) months in any year, the Athletic Director may terminate this contract, with the approval of the President of the ASSOCIATION or his designee, upon thirty (30) days notice to COACH and the ASSOCIATION shall be relieved of all liabilities and/or obligations under the Contract following such termination, except as otherwise expressly provided in Article VI.

No final determination or action shall be taken on whether COACH is considered incapacitated for purposes of this Article until the following procedure is utilized. After the initial determination by the Athletic Director and President, COACH and the ASSOCIATION shall each

appoint a licensed physician and these physicians shall mutually agree upon a third licensed physician to review the medical evidence. Their findings are non-binding, but shall be admissible and used in any subsequent proceeding. If the parties to this contract are unable to reach agreement regarding the application of this Article, then the arbitration provisions set forth in Article VII shall apply.

ARTICLE VI

DEATH OR PERMANENT DISABILITY

If COACH dies or becomes permanently physically or mentally disabled during the term of this Contract to such an extent that he is unable to substantially perform satisfactorily his duties as the ASSOCIATION'S Head Football Coach, this Contract shall terminate forthwith. No final determination or action shall be taken on whether COACH is considered mentally or physically disabled until the following procedure is utilized. After the initial determination by the Athletic Director and President, COACH and the ASSOCIATION shall each appoint a licensed physician and the licensed physicians shall appoint a mutually agreed upon third licensed physician to review the medical evidence. Their findings are non-binding, but shall be admissible and used in any subsequent proceeding. In the event of COACH'S death during the term of this Contract, the Association shall pay to COACH'S estate any salary due him up to the end of the month in which COACH dies, as well as the portion of any unpaid payments to him or Paul Johnson Consulting for radio, television, sideline shoes and apparel, speaking or personal appearances earned prior to death or disability as well as the death benefit of any other life insurance benefits to which his heirs or estate are entitled, but the ASSOCIATION shall otherwise be relieved of all liabilities and obligations under this Contract following such termination. If the parties are unable to agree upon the application of this Article, then the arbitration provisions set forth in Article VIII shall apply.

ARTICLE VII

CONDITIONS OF EMPLOYMENT

COACH shall devote his time, attention, energies and abilities to his duties as the ASSOCIATION'S Head Football Coach, and during his employment, except as otherwise herein provided and authorized, he shall not engage in any other business or occupation, without first obtaining the written approval of the Athletic Director.

COACH shall recognize and comply with the laws, policies, rules and regulations of and governing the Georgia Institute of Technology, the Georgia Tech Athletic Association and the rules of the National Collegiate Athletic Association and the Atlantic Coast Conference as now constituted or as they may be amended during the term hereof. COACH shall also use reasonable efforts to ensure that all assistant coaches and any other employees for which he is administratively responsible comply with the aforesaid policies, rules and regulations as well.

COACH shall have the right to incorporate himself into a personal service corporation for the purposes of protecting his personal assets from liability resulting from sports camps or other professional activities, and/or to shelter income in the appropriate retirement plan vehicles resulting from sources outside the ASSOCIATION'S system, and approved herein.

Any income resulting from clinics, professional activities, endorsements, speaking engagements or other self-employment income generated from activities relating to his conduct as Football Coach not set forth herein shall be non-W-2 income and paid directly to COACH, but reportable to the NCAA and IRS.

Furthermore, it is recognized that any of the aforementioned income and benefits shall be subject to NCAA rules and regulations regarding the reporting and institutional controls regarding COACH'S outside income as required by that governing body and its members, and must be consistent with ASSOCIATION and NCAA policies and procedures.

COACH shall have the right to operate football camps during the summer months, using

the ASSOCIATION'S facilities, personnel and other services, provided he provides adequate insurance against any claim, demand or action that might arise as a result of such operations. Staff compensation shall be solely subject to COACH'S responsibility and control.

COACH shall conduct such travel as is necessary to carry out his duties as Head Football Coach, and he shall be entitled to reimbursement for transportation and per diem expenses as authorized by State law and ASSOCIATION policy upon presentation of the appropriate vouchers and receipts. In addition thereto, ASSOCIATION shall reimburse COACH for reasonable travel expenses incurred by his spouse for three (3) annual trips when she accompanies COACH. Said reasonable travel expenses shall include, but not be limited to, airline transportation, hotel expenses, meals, rental cars, and convention expenses including registration fees.

ARTICLE VIII

TERMINATION

1. The Athletic Director shall have the right, for good cause, to terminate COACH'S services as the ASSOCIATION'S Head Football Coach, subject to the approval of the President of the ASSOCIATION or his designate, if, in the ASSOCIATION'S opinion, "good cause" (as defined herein) exists. Should COACH disagree with "good cause" termination, COACH may, within ten (10) days of such termination, give written notice of his objection to such termination. Should this occur, the Rules of the American Arbitration Association will be used as a guideline for the following: The ASSOCIATION shall, within a reasonable time, not to exceed twenty (20) days, request a list of seven arbitrators from the American Arbitration Association who are available for employment as herein provided.

Selection of an arbitrator shall be made by each party ranking each of such arbitrators on the list with a number from one (1) to seven (7): one for the favorite, two for the second, and so

on. The two rankings will be added and the arbitrator with the lowest cumulative number shall be the arbitrator to hear the case. In the event this method of selection results in a tie, each party will alternately remove one arbitrator from the fill list until only one arbitrator remains on the list. The arbitrator whose name remains on the list shall be the arbitrator who hears the case. COACH will have the first turn to remove an arbitrator from the list.

After the selection of an arbitrator, the issue of “good cause” termination shall be submitted to arbitration for a non-binding decision which shall be rendered within twenty (20) working days following the close of the proceedings conducted by the arbitrator. The proceedings conducted by the arbitrator shall be under such terms and conditions as the arbitrator determines, consistent with the procedures of the American Arbitration Association, and the arbitrator’s decision shall be submitted to both parties within twenty (20) days of the close of evidence and briefs which, within the discretion of the arbitrator, are allowed.

Costs of the arbitration procedure shall be borne by the non-prevailing party. The non-prevailing party shall be liable for the prevailing party’s reasonable attorney’s fees and necessary costs incurred in connection with said arbitration.

Termination for “good cause” shall immediately relieve the ASSOCIATION of any and all liabilities and/or obligations to COACH under the Contract, other than for monies earned and due for services rendered prior to termination. For purposes of this Contract, “good cause” shall be understood to include and defined as follows:

1. Conviction of (or entry into pre-trial intervention as a result of) a crime involving moral turpitude or conviction for a felony for which the penalty for conviction is more than one

(1) year in prison and a fine of more than One Thousand Dollars (\$1,000.00);

2. COACH'S failure to substantially perform any of the duties as set forth in the Contract (see **Article II**) within 30 days after written notice by the Athletic Director;

3. The committing of a major violation of NCAA Legislation by COACH while at the Institute or while previously employed at another NCAA member institution, or the committing of a series or pattern of secondary violations of NCAA Legislation while at the Institute, any of which result in NCAA sanctions;

4. The committing of a major violation of NCAA Legislation or the committing of a series or pattern of secondary violations of NCAA Legislation by a member of COACH's coaching staff while at the Institute which COACH had actual knowledge prior to the action and which results in NCAA sanctions;

5. The committing of a major violation of NCAA Legislation while COACH is at the Institute by any representative of the Institute's athletics interest with COACH's actual knowledge prior to the action and which results in NCAA sanctions;

COACH shall be given thirty (30) days notice of any termination for "good cause".

ARTICLE IX

NO WAIVERS

The waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver by that party of any subsequent breaches.

ARTICLE X

SEVERABILITY

In the event that any provision of this Contract shall be deemed invalid, unreasonable or unenforceable by any Court of competent jurisdiction or because of NCAA Rules or Bylaws, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the interest of the parties at the date of this Contract. Any such stricken items shall be subject to renegotiations at the first possible time, subject to right of refusal by the ASSOCIATION.

ARTICLE XI

NOTICE

All notices hereunder shall be in writing and shall be given by personal delivery, registered or certified mail or telegraph to the following addresses:

AS TO COACH:

Mr. Paul Johnson
Edge Center
150 Bobby Dodd Way
Atlanta, GA 30332

AS TO ASSOCIATION:

Director of Athletics
Edge Center
150 Bobby Dodd Way
Atlanta, GA 30332

ARTICLE XII

APPLICABLE LAW

This Contract shall be construed in accordance with the laws of the State of Georgia.

ARTICLE XIII

SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the ASSOCIATION and COACH.

ARTICLE XIV

HEADINGS

The headings at the beginning of each paragraph and sub-paragraph of this Contract are for convenience only and shall not in any way affect the interpretation of any paragraph of this Contract or the entire Contract.

ARTICLE XV

EXECUTION IN COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed are original, but all of which shall constitute one and the same Contract.

ARTICLE XVI

REMEDIES

The remedies provided for herein or otherwise available to the parties shall be cumulative and no one such remedy shall be exclusive of any other and the exercise of any one shall not preclude the exercise or be deemed to be a waiver of any right or remedy at law or in equity which may be available to a party, including any rights to damages or injunctive relief.

ARTICLE XVII

ADDITIONAL DOCUMENTS

The parties shall execute and deliver any and all additional papers, documents and other instruments and shall do any and all further acts and things reasonably necessary in connection with performance of their obligations hereunder to carry out the intent of this Contract.

ARTICLE XVIII

ENTIRE UNDERSTANDING

This Contract represents the entire understanding of the parties, and neither party is relying upon any representation not contained in this Contract. This employment contract has been drafted with the input of both parties and that any ambiguities or inconsistencies therein shall not be construed in the favor of either party.

IN WITNESS WHEREOF, the parties have signed this Contract on the _____ day of _____, 2008.

HEAD FOOTBALL COACH

PAUL JOHNSON

PAUL JOHNSON CONSULTING, INC.

PAUL JOHNSON
President

GEORGIA TECH ATHLETIC ASSOCIATION

DAN RADAKOVICH
Director of Intercollegiate Athletics

DR. G. WAYNE CLOUGH
President, Georgia Institute of Technology
Chairman, Georgia Tech Athletic Assoc. Board

Johnson									
1st Amendment to Ex									
1/1/2009			3%	3%	3%	3%	3%		
	2009	2010	2011	2012	2013	2014	2015		Total
Salary	325,000	325,000	325,000	325,000	325,000	325,000	325,000		2,275,000
Radio TV	1,300,000	1,300,000	1,369,000	1,440,700	1,513,000	1,588,000	1,667,000		10,177,700
Apparel	150,000	150,000	150,000	150,000	150,000	150,000	150,000		1,050,000
Speaking	525,000	525,000	525,000	525,000	525,000	525,000	525,000		3,675,000
Other Comp	0	0	0	0	0	0	0		0
Total	2,300,000	2,300,000	2,369,000	2,440,700	2,513,000	2,588,000	2,667,000		17,177,700
Guarantee 100%									
If released after season	17,177,700	14,877,700	12,577,700	10,208,700	7,768,000	5,255,000	2,667,000		

EXHIBIT B

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT dated as of _____, 2007, by and between PAUL JOHNSON CONSULTING, INC. (the "Company") and PAUL JOHNSON (the "Employee").

WHEREAS, the Company operates a business for all lawful purposes including the management and marketing of commercial endorsements, including but not limited to personal appearances, radio and television talent procurement, speaking engagements, and publishing.

1. EMPLOYMENT:

- (A) The Company agrees to employ Employee, and Employee agrees to be employed by the Company under the terms of this Agreement.
- (B) Employee agrees to render personal services to the Company and, as directed by the Company to appear, as the on-air personality for the Georgia Institute of Technology, the Georgia Tech Athletic Association and the Alexander – Tharpe Fund ("Georgia Tech") Football Coach's radio and television shows as well as all other personal appearances, speaking engagements, clinics, and other endorsements and opportunities secured for him by the Company as his agent. The Company is hereby specifically authorized to act on behalf of the Employee and enter into contracts for the services referenced above.

2. TERM AND TERMINATION:

- a. The term of Employee's employment under this Agreement (the "Term") shall be from December 10, 2007 through and continuing until December 31, 2014, unless terminated or extended as provided below.
- b. The Company may terminate this Agreement and all of Employee's rights under this Agreement at any time for cause. The following shall constitute "cause" within the meaning of this contract:
 - (i) Failure to perform assigned work in a satisfactory manner;
 - (ii) Conduct involving moral turpitude;
 - (iii) Conduct punishable as a felony under state or federal law; and
 - (iv) Any action involving a breach of the terms of this Agreement.

3. COMPENSATION:

- (a) During the Term, Employee shall be paid an annual salary of not less than _____ Dollars (\$_____).
- (b) During the Term of this Agreement, the Employee shall also be paid not less than _____ Dollars (\$_____) per each year for expenses.
- (c) During the Term of this Agreement, the Company shall make an annual contribution to a defined benefit non-qualified pension or retirement plan established by the Company in the name of the Employee. Said annual contribution to the defined benefit plan shall be made on a mutually agreed upon date each year and in an amount which is the maximum allowed by law.

All compensation will be payable in accordance with the Company's normal payment practices as the same shall exist from time to time, subject to applicable withholding for federal, state and local taxes. The Company's compensation obligation is contingent on the Employee's readiness, willingness, and ability to perform under this Agreement, and if the Employee is not ready, willing or able to so perform, the Company may either terminate this Agreement or adjust the compensation accordingly. These rights shall be in addition to any other rights and remedies which the Company may have under this Agreement or under applicable laws.

4. GENERAL PROVISIONS:

- (a) No part of this Agreement, or any of the rights or obligations of Employee hereunder shall be assignable by Employee.
- (b) This Agreement is made pursuant to and shall be construed in accordance with the law of Georgia.
- (c) If any of the provisions of this Agreement are held to be invalid under the laws of the jurisdiction in which enforcement is sought, such invalidity does not invalidate the entire Agreement; rather, the Agreement shall be construed as if it had never contained the invalidated portion or portions.
- (d) This Agreement contains the entire understanding of the parties and supersedes any and all other agreements, either oral or in writing, between the parties. It may be amended only in writing signed by the party against whom enforcement is sought.
- (e) Employee represents and warrants that Employee has the right to enter into this Agreement and to grant the rights herein granted, that Employee neither has made or will make any contractual or other commitments which conflict with the performance of Employee's obligations hereunder, and that Employee will neither do acts nor enter into any commitments in derogation of the rights granted to the Company under this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set for the above.

EMPLOYEE:

Witness

PAUL JOHNSON

PAUL JOHNSON CONSULTING, INC.

Witness

By: PAUL JOHNSON

1956613/1
4759-48285

EXHIBIT C

GUARANTEE OF PERFORMANCE

For value received, PAUL JOHNSON, located at _____,
absolutely and unconditionally guarantees the performance by PAUL JOHNSON
CONSULTING, INC., located at _____, of all of the obligations
of PAUL JOHNSON CONSULTING, INC., under its contract in the State of Georgia, dated
December 10, 2007 with the Georgia Tech Athletic Association.

This guarantee continues until all obligations of PAUL JOHNSON CONSULTING,
INC., under the above-referenced contract are satisfied. PAUL JOHNSON is not discharged
from liability if a claim by the Georgia Tech Athletic Association against PAUL JOHNSON
CONSULTING, INC., remains outstanding. Notice of default on the part of PAUL JOHNSON
CONSULTING, INC., is not waived. This guarantee is binding on PAUL JOHNSON and on his
successors and assigns.

PAUL JOHNSON executes this guarantee at _____, on the ____ day
of December, 2007.

PAUL JOHNSON

SWORN TO AND SUBSCRIBED BEFORE ME,

this _____ day of _____, 2007

Notary Public

My commission expires: _____

1956610/1
4759-48285

GEORGIA INSTITUTE OF TECHNOLOGY
2008-2009 ATHLETIC DEPARTMENT STAFF'S OUTSIDE INCOME AGREEMENT

An athletic department staff member must annually inform the institution's chief executive officer of any:

1. All **Athletically related income** and benefits from sources outside the institution.
2. **Use of**, directly or by implication, the institution's name or logo in the endorsement of commercial products or services for personal gain.
3. All **Outside compensation** or gratuities from athletic shoe, apparel or equipment manufacturers in exchange for the use of such merchandise during practice or competition.

Check here if you do not expect to earn outside income for the current academic year.

<u>Source</u>	<u>Projected Income</u>	<u>Actual Income</u>
1. Speaking engagements	_____	_____
2. Salary supplement (from outside the athletic department)	_____	_____
3. Endorsements or consultation contracts		
a. Athletic shoes	_____	_____
b. Apparel	_____	_____
c. Equipment	_____	_____
4. Television appearance or commercials	_____	_____
5. Radio appearances or commercials	_____	_____
6. Income from corporations in exchange for charitable or promotional work	_____	_____
7. Annuities	_____	_____
8. Sports camps/clinics	_____	_____
9. Housing benefits	_____	_____
10. Courtesy car (from outside the institution)	_____	_____
11. Country club membership (from outside the institution)	_____	_____
12. Complimentary ticket sales (from outside the institution)	_____	_____
13. Other (please specify)	_____	_____

I hereby certify that I am in compliance with all NCAA, conference, and institutional regulations governing outside income. I will notify the chief executive officer of any new information or sources of income that may affect this agreement.


Staff Member's Signature

10/6/08
Date

Director of Athletics Signature (or designee)

Date

CERTIFICATION OF ACTUAL OUTSIDE INCOME (Reported at Year End)	
I hereby certify that I have reported all outside athletically related income for this academic year, including a detailed accounting of all athletically related activities.	
_____ Signature	_____ Date