

## **AGREEMENT**

This Agreement ("Agreement") is made and entered into effective January 1, 2016, regardless of the date of execution, by and between the UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC. (the "Association") and Kirby Smart ("Smart").

### **WITNESSETH:**

WHEREAS, Smart is to be employed by the University System of Georgia at the University of Georgia (collectively, the "University"), as Head Football Coach ("Coach") through an at-will employment relationship. Smart is not and will not be an employee of the Association;

WHEREAS, as Coach, Smart is responsible for the supervision of approximately 125 student-athletes, 9 assistant coaches, and other significant staff which is far broader than any other coach employed by the University;

WHEREAS, football is a high emphasis sport at the University;

WHEREAS, the Association has agreed to provide additional benefits and assurances to Smart in order to induce him to accept employment with the University as Coach;

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

1. Smart agrees to serve as Coach until the end of the Term (as defined in paragraph 13A below). Smart shall perform the duties and exercise the powers which as Coach may from time to time be reasonably assigned to him by the Athletic Director of the

University (the “Athletic Director”). Smart’s duties and powers include, but are not limited to:

A. Using his best efforts to ensure the Football Team (“Team”) is competitive and supported by the faculty, administration, students, fans, and alumni and alumnae of the University of Georgia (the “University Community”).

B. Ensuring, through his personal action and his direction of staff and personnel of the University’s Athletic Department, 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. Smart shall hold his assistant coaches and staff accountable for their own actions as well as the actions of the student-athletes under their respective supervision; provided that any serious discipline shall be discussed between Smart and the Athletic Director prior to Smart taking any such action.

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. Subject to the budgetary limitations of the Athletic Department and to the prior approval of the Athletic Director, selecting for employment, terminating, training, and supervising appropriate, authorized, and qualified assistant coaches and other program-related staff-members.

E. Complying with, applying, and enforcing all NCAA, SEC, Association, and University policies, rules, and regulations through appropriate disciplinary or corrective action regarding student-athletes, coaches, staff, and other assistants, including but not limited to, suspension, suspension without pay, and termination. Smart recognizes an obligation personally to comply with and to use his best efforts to ensure 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 Smart 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 and shall hold his assistant coaches and staff accountable as appropriate.

F. Performing reasonable public relations functions and other fundraising events at mutually agreed upon times and locations as reasonably requested by the Association or University, including but not limited to: granting interviews during the broadcast of games of the Team; making a reasonable number of regular and special media appearances, including Bulldog Hotline, Game Day Radio, WSB Radio/Network Distributed Segments, Inside Georgia Football, Bulldog GameDay/GameWeek, Bulldog Round Table, and special production shows; making no fewer than twelve (12) unpaid personal appearances annually before Bulldog Clubs throughout the Southeast; devoting no fewer than two (2) full days per year assisting the President of the University in fund-raising

activities; making other personal appearances at other on and off campus activities at the reasonable request of the Athletic Director; making no fewer than twelve (12) annual appearances or endorsements for the University, the Association, and/or the football program (hereinafter "University-related appearances") as reasonably requested by the Association, any payments for such University-related appearances to be negotiated and kept by the Association; being available for up to three (3) personal appearances on behalf of the Association's equipment provider (currently Nike) and up to three (3) personal appearances on behalf of IMG or any successor multimedia rights holder; and otherwise complying with the agreement between the Association and IMG, a copy of which was previously provided to Smart by the Association, as well as any successor multimedia rights agreement. It is expected that Smart will participate and demonstrate a personal interest in the University Community, including its non-athletic programs, students, and events. These public relations and University-related appearances and endorsement obligations are referred to herein, individually or collectively, as "Public Relations Obligations." Smart agrees to cooperate with the Association and any third parties with whom the Association contracts to fulfill his Public Relations Obligations. [Notwithstanding the activities contemplated herein, the Association and University acknowledge and understand that Smart's primary obligation shall be to serve as the head coach of the University's football team, and as such, agree that any such requests for Smart to make University-related appearances or endorsements and/or participate in activities on behalf of the Association or University shall be subject to his role in directing the team, including, but not limited to its practice, playing, and workout schedules, and to the recruitment of potential student-athletes.

G. Conducting himself at all times in a sportsmanlike manner and using his best efforts to ensure that student-athletes on the Team act in a sportsmanlike manner.

H. Taking any and all reasonable actions under Smart's control to increase student and fan interest in and support of the Team.

I. 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, including conduct on campus and in the community.

J. 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.

K. Upon the reasonable request of the Athletic Director and subject to Smart's schedule in fulfilling his primary role as head football coach, soliciting sponsors for the Association's and/or University's marketing opportunities and assisting with the identification of potential donors to the University or the Association.

L. Taking any and all reasonable actions necessary to comply with and to implement the policies of the Association and University relating to substance and alcohol abuse and to class attendance by students subject to his control or authority, and to use his reasonable best efforts to ensure that all personnel and students subject to his control or authority comply with such policies. Smart shall remain current as to the content of such policies.

M. Working in good faith with the Athletic Director to schedule future opponents identified and approved by the Athletic Director. Smart agrees to support in good

faith the Athletic Director's negotiations and efforts to schedule future opponents and shall not unreasonably object to any such future opponents identified and approved by the Athletic Director. The Athletic Director shall have the final discretion with respect to scheduling.

2. A. Smart 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 use his best efforts to ensure that student-athletes on the Team and all persons under his supervision comply with all applicable policies, rules, and regulations of the NCAA, SEC, the University, and the Association. Smart shall have thorough knowledge of the rules and regulations governing intercollegiate athletics and maintain strict compliance therewith; provided that Smart may reasonably rely on advice provided by authorized representatives of the Association's Compliance Department. Smart shall attend all rules education meetings held by, sponsored by, or requested by the University and/or Association unless the Athletic Director or his designee gives prior approval for Smart's absence from such a meeting. Smart 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 and the Term (as defined below), Smart shall not, without the prior written consent signed by the Athletic Director and the President of the University, be directly or indirectly engaged, concerned, or interested in any other business or activity from which he seeks personal gain or which

would interfere with his duties as Coach (which written consent may be given subject to such terms or conditions as the Athletic Director 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, gains or dividends from a savings account, checking account, certificate of deposit, publicly available mutual fund, or publicly available and passive investments which require nominal attention by Smart and which do not interfere with his duties as Coach. In any instance in which Smart is required by this Agreement to obtain prior written approval or consent signed by the Athletic Director and the President of the University, Smart may make such request to the Athletic Director, who will communicate with the President and be responsible for obtaining the written consent signed by the Athletic Director and President.

C. During the term of his employment by the University and the Term, Smart shall notify the Athletic Director of any offers of employment, employment opportunities or requests for meetings or discussions with respect to possible employment opportunities, directly or indirectly, through representatives or otherwise, before engaging in substantive discussions regarding such employment or employment opportunities. In the event Smart were to resign his employment as Coach with the University, he commits to using his best professional efforts to give the notice of resignation at a time that will minimize the harm to the Team, the Team's recruiting efforts, the University, and the Association.

D. Smart acknowledges and agrees that the Association shall not be responsible for, and shall not pay to Smart, 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 the Term. Smart must obtain the prior approval of the Athletic Director or his authorized designee for any absence during any season or any other time he is expected to be performing duties for the Football Program or the University. Smart 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. A. The Association and Smart acknowledge and agree that effective January 1, 2016, the University has employed Smart as Coach at an annual gross salary of \$400,000 (“Base Salary”), less normal deductions, payable pursuant to the University’s standard payroll practices for paying salaried employees. Smart 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, with the recommendation of the Association. The Association’s recommendation 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, Smart’s fundraising activities, fan attendance, season ticket sales, alumni financial support, Smart’s demonstrated ability to ensure the Team maintains compliance with all applicable rules and regulations, Smart’s efforts to bring favorable publicity to the Team and University and Smart’s demonstrated participation in the University Community. In the event Smart’s Base Salary is changed, Smart will be notified in writing by an authorized official of the University, and the action changing his Base Salary will be recorded in the written records of the University and the Association. Subject only to the



exception contained in paragraph 23, while Smart is employed at the University as Coach, if Smart does not receive a Base Salary of at least \$400,000 from the University in any given calendar year, the Association will pay Smart, by January 31 of the following calendar year, the difference between \$400,000 and the Base Salary Smart actually received from the University.

B. In the event that the Association reasonably determines that Smart has materially violated one or more of the duties, obligations, or expectations referenced in this Agreement but, in the Association's opinion, such violation(s) do not rise to a level warranting termination of this Agreement pursuant to paragraph 13A(3), then the Association may (i) withhold or reduce performance bonuses otherwise due under Paragraph 6 of this Agreement and/or reduce other compensation payable to Smart by the Association hereunder by a maximum of twenty-five percent (25%) for a period of up to twelve (12) months, (ii) recommend to the University that Smart be suspended with or without pay from his employment as Coach for a period of up to one (1) month, and/or (iii) recommend to the University that other disciplinary action be taken against Smart. Smart understands and agrees that the Association's recommendations are not binding on the University and the University will make its own decisions about disciplinary action.

4. Smart hereby assigns to the Association any and all endorsement rights he possesses or might possess during the Term, except those endorsement rights specifically granted to Smart pursuant to Paragraph 10 of this Agreement. The Association agrees to pay or cause to be paid to Smart the gross amount of \$2,270,000, less normal deductions, per calendar year during the Term as compensation for his radio and television services and other Public Relations Obligations to be paid during each calendar year in four equal quarterly installments ("Media

Compensation”). The first Media Compensation installment payment shall be made on or before March 31, the second quarterly payment shall be made on or before June 30, the third quarterly payment shall be made on or before September 30, and the fourth quarterly payment shall be made on or before December 31. If this Agreement is terminated pursuant to paragraphs 13A(2) or 13A(3), the Media Compensation owed for that calendar year shall be pro-rated to the date of termination and Smart shall, before the end of such calendar year, be paid said amount less any installments previously paid during said calendar year. If this Agreement is terminated pursuant to paragraph 13A(1), Media Compensation shall not be prorated, but any payments due for previous, fully completed quarters shall be paid pursuant to paragraph 14B. The parties acknowledge and agree that the payments provided for in this paragraph represent full compensation for all of Smart’s radio and television shows, programs, interviews, Public Relations Obligations, or other appearances arising out of or in any way connected with this Agreement, his employment by the University, or his services as Coach. In the event Smart’s Media Compensation is changed, Smart will be notified in writing by an authorized official of the Association. Smart hereby acknowledges and agrees that each obligation of the Association under this paragraph shall be an obligation of the Association only and not an obligation of the University, and Smart hereby releases the University from any liability with respect thereto.

5. A. The Association and Smart acknowledge that the Association is contractually obligated to endorse the athletic shoes, apparel, and other equipment of certain athletic equipment and apparel manufacturers (“Equipment Endorsement”), and that the Association has other contracts with media outlets and other companies. Subject to the provisions of paragraph 12 hereunder, Smart agrees to materially comply with and abide by the

terms and conditions of all such contracts (copies of which have been provided to him), as well as with reasonable and customary terms of all successor contracts that the Association negotiates.

B. Subject to the terms of the contract(s) between the Association and equipment/apparel manufacturer(s), Smart is entitled to receive \$3,600 worth of shoes, apparel, or equipment manufactured by the manufacturer(s) each calendar year during the Term. Smart acknowledges and agrees that (i) he shall not receive any shoes, apparel, or equipment after any notice contemplated by paragraph 13 is given, and (ii) in no event shall the University or the Association ever have any liability with respect to the provision of shoes, apparel, or equipment.

C. The Association agrees to pay or cause to be paid to Smart the gross amount of \$1,080,000, less normal deductions, per calendar year during the Term as compensation for his Equipment Endorsement efforts, to be paid in each calendar year in four equal quarterly installments ("Equipment Compensation"). The first quarterly payment shall be made on or before March 31, the second quarterly payment shall be made on or before June 30, the third quarterly payment shall be made on or before September 30, and the fourth quarterly payment shall be made on or before December 31. If this Agreement is terminated pursuant to paragraphs 13A(2) or 13A(3), the Equipment Compensation owed for that calendar year shall be pro-rated to the date of termination and Smart shall be paid in that calendar year said amount less any installments previously paid during said calendar year. If this Agreement is terminated pursuant to paragraph 13A(1), Equipment Compensation shall not be prorated, but any payments due for previous, fully completed quarters shall be made pursuant to paragraph 14B. In the event Smart's Equipment Compensation is changed, Smart will be notified in writing by an authorized official of the Association. Smart

acknowledges and agrees that the payment obligations of the Association under this paragraph shall be an obligation of the Association only and not an obligation of the University, and Smart hereby releases the University from any liability with respect thereto.

D. At the expiration of the Association's current contract(s) with equipment/apparel manufacturers, media outlets, and/or other endorsement or public relations opportunities, Smart agrees to support in good faith the Association's negotiations with whatever manufacturers or other third parties the Association chooses with the intent to enter into appropriate contract(s). Any such contract(s) will be in compliance with NCAA and SEC guidelines.

6. A. The Association agrees to pay or cause to be paid to Smart certain performance bonuses each football season during the Term, provided that the Team meets certain performance goals (generally, the "Performance Bonuses") and Smart is the Coach for the entire season. The Performance Bonuses (if any) shall be cumulative (to the extent possible), with a maximum total performance bonus of \$1,600,000, less normal deductions, per season. Commencing with the 2016-2017 season, Smart shall be entitled to the following Performance Bonuses if the Team meets the following goal(s):

(1)	Playing in the SEC Championship Game as SEC Eastern Division Champions ( <u>or</u> winning the SEC Championship Game, whichever is greater)	\$150,000 ( <u>or</u> \$400,000)
-----	---	----------------------------------

(2)	Participation in Birmingham or Independence Bowl Game	\$50,000
	Participation in a Six Pack Bowl Game (e.g., Taxslayer, Outback, Belk, Music City, Texas, Liberty); or	\$75,000
	Participation in Citrus Bowl Game; or	\$100,000
	Participation in any CFP Bowl Game (Sugar, Rose, Orange, Cotton, Fiesta, Peach); or	\$200,000
	Advance to CFP Semifinal Game; or	\$500,000
	Play in National Championship Game; or	\$600,000
	Win National Championship Game  (whichever one is greatest under paragraph 7A(2))	\$1 million
(3)	Top-5 finish in either the AP or Coaches' Poll	\$200,000

B. Additionally, Smart shall be entitled to a bonus equal to \$50,000, less normal deductions, each academic year during the Term in which the Team finishes in the top 33% of SEC football teams in both Graduation Success Rate and Academic Progress Rate, such amount to be paid to Smart not later than forty-five (45) days after such achievement is confirmed.

C. Additionally, Smart shall be entitled to annual bonuses of (1) \$50,000 if he is selected as SEC Coach of the Year, and (2) \$100,000 if he is selected as National Coach of the Year. The maximum total bonus under this paragraph is \$150,000, less normal deductions, per season.

D. The receipt by Smart of any bonus for a particular year shall not qualify him for or entitle him to a bonus at any other time and Smart agrees that the University shall never have any liability or responsibility with respect to any bonus. With

the exception of the bonus described in paragraph 6B, all bonuses paid pursuant to this paragraph 6 shall be paid on or after January 1 and before January 31 following the football season or post-season bowl game for which they were earned.

7. The Association agrees to pay monthly dues for Smart's membership in the Athens Country Club, subject to the membership requirements of the Athens Country Club.

8. The Association agrees to provide Smart use of a 25 seat box and six complimentary tickets at home football games, six complimentary tickets to away football games, and six complimentary tickets to SEC championship games and postseason bowl games in which the Team plays.

9. A. The Association agrees to pay Smart a car allowance of \$1,800 per full month during the Term (the "Car Allowance") for Smart to directly lease or purchase up to two cars (the "Cars"). The Association agrees to pay Smart the full car allowance regardless of the actual cost for Smart to directly lease or purchase the Cars. The Association agrees to reimburse Smart for the cost of all necessary and appropriate insurance for the Cars and an umbrella insurance policy during the Term up to an annual maximum of \$5,000. Smart agrees to purchase (1) a minimum of \$250,000 per person and \$500,000 per accident in both bodily injury and underinsured motorist insurance coverage for the Cars and any other vehicles Smart may own or lease and at any time may drive for any Association or University business activity or event, including recruiting, Public Relations Obligations, and commuting to or from work; and (2) an umbrella insurance policy with a minimum of \$3 million in coverage. Smart agrees that he will be responsible for all expenses (including gasoline, oil, and maintenance) incurred in operating the Cars. Smart acknowledges and agrees that any payment obligation with respect to the Cars

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, Smart shall be responsible for all damage, liability, injury, or other loss caused by or to the Cars.

B. The Association agrees to reimburse Smart for reasonable travel and entertainment expenses incurred in connection with his duties as Coach for which Smart has not been reimbursed by others, so long as the expenses are incurred consistent with NCAA and SEC policies, rules, and regulations and are properly documented by Smart. Moreover, the University and Association acknowledge and agree that Smart's spouse and children shall be afforded the opportunity to travel with Smart to any football game in which the team participates that does not take place on the University's campus as a part of the football program's or athletics department's official travel party at no additional cost to Smart.

10. A. Smart understands and agrees that pursuant to paragraph 2B he shall obtain prior written consent signed by the Athletic Director and President of the University for all income and benefits received from sources other than the University or the Association other than owning less than ten percent of any publicly traded security or receiving interest, gains or dividends from a savings account, checking account, certificate of deposit, publicly available mutual fund, or publicly available and passive investments which require nominal attention by Smart and which do not interfere with his duties as Coach. Any such income and benefits arising out of, attributable to, or related in any way to his employment by the University, his position as Coach, or his association with the Team ("Outside Income") is further subject to this paragraph 10. Outside Income includes, but is not limited to, income from radio, television, movie or video appearances; 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; fees for serving on corporate boards of directors; making motivational speeches, films, or videos; endorsements permitted under this Paragraph 10; and any other income or benefit received from sources other than the University or the Association. Smart understands and agrees that the University and/or Association has or will have certain contracts (such as for radio and TV, shoes, clothing, appearances, speeches, and other endorsements) and Smart is precluded from arranging a separate, individual contract that conflicts with or may conflict with such contracts or Smart's assignment of his endorsement rights under this Agreement. Consequently, Smart agrees that he shall not engage in endorsement, appearance, or speaking activities without prior written consent signed by the Athletic Director and President of the University, which consent shall not be unreasonably withheld, conditioned, or delayed. Reasonable bases for the Athletic Director or President to withhold consent for endorsement, appearance, or speaking activities by Smart include, but are not limited to, the following:

(1) Smart's failure to be in material compliance with his Public Relations Obligations as referred to in paragraph 1F;

(2) Endorsement, appearance, and speaking activities that are not for the sole financial benefit of (i) a charitable foundation established by Smart or (ii) a University or Association-affiliated scholarship fund;

(3) An endorsement, appearance, or speaking activity by Smart that would promote a product, service, or business in the same sponsorship product or service category:

(a) as an existing exclusive or non-exclusive Association sponsorship; or



(b) as a sponsorship that the Association or any entity to which the Association has licensed its multimedia rights is then actively negotiating to grant exclusive or non-exclusive rights.

Provided, however, Smart may request consent, and consent will not be unreasonably withheld, for an endorsement, appearance, or speaking activity by Smart with a current sponsor of the Association that has not been granted exclusive product or service category designation (a "Non-Exclusive Sponsor"), as long as the term of Smart's proposed endorsement with the Non-Exclusive Sponsor is coterminous with the Non-Exclusive Sponsor's sponsorship with the Association.

B. Should Smart accept any separate or individual endorsement, appearance, or speaking opportunity in violation of this provision, Smart shall be in breach of this agreement and, without limitation of any of the Association's other rights and remedies, Smart shall immediately pay to the Association all compensation and benefits received from such endorsement, appearance, or speaking opportunity and shall indemnify and hold harmless the Association and the University from any claim, loss, or liability resulting from such endorsement, appearance, or speaking opportunity. Smart also understands and agrees that the consent to any Outside Income relating to an activity which occurs after December 31, 2021 is subject to and dependent upon the extension of this Agreement beyond December 31, 2021. In the event this Agreement is not extended, or is terminated pursuant to paragraph 13, Smart 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 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. Smart agrees to annually provide the President of the University and the Athletic Director, no later than April 30 of each calendar year during the Term, a written, detailed account of all Outside Income received by him during the previous twelve months.

11. Except as permitted in Paragraph 10 of this Agreement, Smart understands and agrees that he shall not make, without prior written consent signed by the Athletic Director and President of the University, any statements or appearances on television or radio, or in newspapers, magazines, published media, or other promotional material whereby he endorses, promotes, or advertises any product, merchandise, or service. Smart further agrees he shall not use, without prior written consent signed by the Athletic Director and President of the University, directly or indirectly, the University's name, logo, or other intellectual property in connection with the endorsement, promotion, or advertisement of any product, merchandise, or service, and agrees that in the event of any material breach of this provision, in addition to all other remedies available to the University or the Association, Smart shall forfeit to the Association all compensation received from such endorsement, promotion, or advertisement. Smart 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.

12. During the Term, except for those rights specifically granted to Smart under Paragraph 10 of this Agreement, Smart grants to the Association and the University the exclusive right to use, and the right to grant to others the reasonable 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 Team, the Football

Program, any radio and television shows produced under contract with the Association, the sports apparel/equipment manufactured by any company that has a contract with the Association, and any other endorsement and promotional opportunities arranged by the Association pursuant to this Agreement (and regardless of whether such use of Smart's Name results in a financial or other benefit to the Association, University, or Team). Notwithstanding the aforementioned granting of such rights, the University and Association acknowledge, agree, and understand that Smart shall not be required to personally endorse or promote in a commercial manner the use or purchase of any product or service that is associated or affiliated with a cause, product, entity, or service which Smart reasonably determines would damage or negatively impact his image or reputation. Smart agrees that the Association and the University may continue to use Smart's Name or endorsement, on a non-exclusive basis, and continue to receive compensation arising from such use or endorsement for a period of up to one hundred eighty (180) days following the termination or expiration of this Agreement only: (i) to the extent reasonably required for the Association or University to complete the terms and conditions of existing agreements with sponsors, or (ii) to sell existing inventory utilizing Smart's Name; 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; and further provided that the Association and University will make reasonable best efforts to ensure that future sponsorship agreements do not require the Association or University to continue using Smart's Name or endorsement for more than ninety (90) days beyond the termination or expiration of this Agreement. In addition, Smart acknowledges that during and after the Term, the Association and the University may use, and may grant to others the right to use, Smart's Name for factual, historical, archival or documentary purposes. Smart 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 Smart'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.

13. A. This Agreement shall continue in effect from January 1, 2016 until December 31, 2021, plus the period of time (if any) extending through the day after the date of any post-season bowl game(s) played in 2022 and related to the 2021-2022 football season (the "Term"), unless terminated earlier (1) for any reason or no reason by the Association's giving Smart not less than 48 hours advance written notice; (2) for any reason or no reason by Smart's giving the Association not less than 48 hours advance written notice; or (3) immediately upon the Association's giving Smart written notice (except in the case of termination pursuant to paragraph 13A(3)(e), in which case termination shall be effective on Smart's death, and no notice need be given), upon the existence or occurrence of any of the following: (a) Smart's involvement in any Level I or Level II or repetitive Level III violations of NCAA rules, regulations, or policies, or failure to comply with any material SEC (or other conference the University joins), University, or Association rule, regulation, or policy by Smart, student-athletes on the Team, or other "representatives of the University's athletic interest" (as defined by the NCAA) where Smart consented to such violation, had prior knowledge of the violation, or where the Athletic Director or President of the University reasonably determine that Smart reasonably should have known of the violation; (b) Smart's material breach of any substantive provision of this Agreement, which either cannot be cured or which Smart fails to cure within thirty (30) calendar days of his receipt of written notice thereof; (c) Smart is charged with or convicted of any felony or a misdemeanor involving theft, larceny, embezzlement, an act

of 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 Smart's commission of any act of theft, larceny, embezzlement, fraud, dishonesty, illegality, 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) Smart's death; (f) Smart's being recurrently absent from work for any reason, other than an approved absence, such approval not to be unreasonably withheld; (g) conduct by Smart which materially 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 resignation by Smart of his employment with the University; or (i) any conduct by Smart 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 demonstrably violates the University's mission.

B. The Association and University shall have the absolute discretion to waive the requirement of Smart's working and relieve him of his duties during any notice period described in paragraph 13A of this Agreement. During any notice period, whether or not waived, Smart shall continue to be paid his Base Salary, net of normal deductions, and any amounts already earned but unpaid under paragraphs 4 through 6 of this Agreement, net of normal deductions, but shall not be eligible to receive or accrue any other payments or benefits from the University or the Association and he will not perform or participate in any approved activity designed to generate Outside Income; provided, however, if notice is given

pursuant to paragraph 13A(3)(b) and Smart cures the issue pursuant to paragraph 13A(3)(b) above, then all payments provided for under this Agreement shall be reinstated.

14. A. The parties understand and agree that if this Agreement is terminated prior to December 31, 2021, pursuant to paragraph 13A(1), and provided that Smart (1) executes and does not revoke a general release of claims in substantially and materially the form of Exhibit A (the "Release") within sixty (60) days of the termination of this Agreement, and (2) Smart cooperates reasonably with the University and Association in any investigation of potential rules infractions, then the Association shall pay Smart one of the following total amounts payable in equal monthly installments through December 31, 2021:

1. \$13,500,000 if termination occurs in calendar year 2016; or
2. \$10,800,000 if termination occurs in calendar year 2017; or
3. \$7,050,375 if termination occurs in calendar year 2018; or
4. \$4,700,250 if termination occurs in calendar year 2019; or
5. \$2,350,125 if termination occurs in calendar year 2020; or
6. 62.67% of any remaining (unpaid) Base Salary, Media Compensation, and Equipment Compensation that would have otherwise been payable to Smart through December 31, 2021, if termination occurs in calendar year 2021.

The Association's liability, if any, for the payments provided for under this paragraph 14A shall be reduced by any and all compensation earned by Smart for services performed in any position at another SEC school through December 31, 2021; provided, however, that any agreement

between Smart and another SEC school for services to be performed in whole or in part before December 31, 2021 shall be negotiated reasonably and in good faith to allocate compensation across the term of the agreement without structuring or timing compensation to avoid the intended effect of this provision.

B. In addition to the amounts specified in paragraph 14A, Smart shall be entitled to receive all compensation earned and payable as of the termination date, regardless if the Release is executed by Smart.

C. Smart understands and agrees that the Association's and the University's liability for any termination of this Agreement pursuant paragraph 13A(1) shall be limited to the amounts set forth in this paragraph 14 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 14.

D. Notwithstanding anything in this Agreement to the contrary, no amounts specified in paragraph 14A shall be paid until Smart has executed the Release and the revocation period specified in the Release has expired without Smart having revoked the Release. Any amounts which would have otherwise been paid prior to the expiration of the Release revocation period shall be paid on the first University payroll date which comes after the Release revocation period has expired without Smart having revoked the Release, as well as after the end of the 30 calendar day period which starts on the date Smart has a "separation from service" (as described in paragraph 23). Smart agrees that in the event this Agreement is terminated pursuant to paragraph 13A(1), he will cooperate reasonably with

the University and the Association in any investigation of potential rules infractions and that his failure to do so will relieve the Association of its obligation to make any further payment to him under paragraph 14A.

15. A. The parties understand and agree that if this Agreement terminates pursuant to paragraph 13A(2) or (3) or if Smart resigns from his position as Coach and/or terminates this Agreement, the Association and the University shall have no obligation or liability to Smart after the date of termination for any amounts, payments or benefits (except for any such amounts, payments or benefits already earned or accrued by Smart but not yet paid or distributed as of the date of termination), including, but not limited to payments otherwise payable under this Agreement or Outside Income.

B. The parties further understand and agree that if Smart terminates this Agreement pursuant to paragraph 13A(2) for any reason, other than a Good Cause reason, prior to December 31, 2021, the University and the Association will suffer material damages, including but not limited to lost revenue from and disruption of ticket sales, product endorsements, and/or other promotional activities; additional costs in having to locate, recruit, and contract with a replacement coach; disruption within the Team and of recruiting activities; and other damages. Because of the difficulty of quantifying these damages, Smart hereby agrees that within ninety (90) days following any such termination he will make a lump-sum payment equal to one of the following amounts, which is the parties' reasonable estimation of the Association's loss, if Smart terminates this Agreement pursuant to paragraph 13A(2) prior to December 31, 2021, for any reason other than a Good Cause reason:



1. \$3,750,000 if Smart resigns or terminates this Agreement in calendar year 2016;
2. \$3,000,000 if Smart resigns or terminates this Agreement in calendar year 2017;
3. \$2,500,000 if Smart resigns or terminates this Agreement in calendar year 2018;
4. \$2,000,000 if Smart resigns or terminates this Agreement in calendar year 2019;
5. \$1,500,000 if Smart resigns or terminates this Agreement in calendar year 2020;
6. An amount equal to Smart's then-current annual Base Salary if Smart resigns or terminates this Agreement in calendar year 2021.

“Good Cause” for purposes of this paragraph shall mean (i) the Association failing to make payments due hereunder within sixty (60) days of the date on which they are due and such failure not being thereafter cured within ten (10) days following the Association's receipt of written notice from Smart, or (ii) the Association substantially eliminating Smart's duties as Head Football Coach or removing his title as Head Football Coach.

16. 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) calendar 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; Smart's employment, tort, or statutory claims; and the scope of this arbitration clause, shall be settled by binding arbitration administered in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association then in effect. 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 National Rules for the Resolution of Employment Disputes 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, examination by deposition of parties and witnesses, and such other discovery as

permitted under the National Rules for the Resolution of Employment Disputes of the American Arbitration Association. All disputes regarding discovery shall be decided by the arbitrator.

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. Except as limited below, 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; an award of punitive, exemplary, statutory, or compensatory damages; 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, (i) 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, the arbitrator shall have no authority to award damages, including punitive, exemplary, statutory, or compensatory damages in excess of those set forth in paragraphs 14 or 15, as applicable; (ii) Smart and the Association hereby waive any claim to damages, including punitive, exemplary, statutory, or compensatory damages, in excess of such amounts; and (iii) except as provided in 16H below, the arbitrator is specifically divested of any power to award any damages in excess of those provided for in this paragraph 16G.

H. All fees and expenses of the arbitration shall be equally divided by the parties; provided, however, the arbitrator shall be entitled to award the arbitrator's fees and expenses of the arbitration as damages in his or her discretion. Each party shall bear the expense of his or its own counsel, experts, witnesses, and preparation and presentation of evidence.

I. Neither party may disclose the existence, content, subject matter, or results of any arbitration under this Agreement 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.

J. The parties intend that the arbitrator be independent and impartial. To this end, the arbitrator shall disclose to the parties any professional, family, 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 Smart and the Association represent and warrant they have read this paragraph 16, have had an opportunity to consult with and receive advice from legal counsel regarding this paragraph 16, and hereby forever waive all rights to assert that this paragraph was the result of duress, coercion, or mistake of law or fact.

KPS

(Initialed by Smart)

[Signature]

(Initialed by the Association)

17. In the event the arbitration clause in paragraph 16 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) Smart and the Association hereby waive any claim to damages, including punitive, exemplary, statutory, or compensatory damages, in excess of those set forth in paragraphs 14 or 15, as applicable.

18. Except to the extent governed by the FAA as provided in paragraph 16L 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.

19. 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. Those provisions of this Agreement that by their nature are intended to survive termination shall survive any termination or expiration of this Agreement to the extent necessary to effectuate their terms.

20. 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.

21. Smart, the Association, and their respective counsel have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and 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.

22. 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. This Agreement supersedes and cancels all other prior agreements of the parties.

23. 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 Smart, 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 23, 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), Smart shall forfeit his right to any reimbursement for such expense. Finally, consistent with the purpose of this paragraph 23, 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.

24. Unless specifically provided otherwise, all payments to Smart that are specified in this Agreement are gross payments which are subject to applicable withholdings, taxes, and deductions


25. In the event the University implements a furlough program in any year during the Term which applies to at least a majority of all University employees, then Smart’s annual Base Salary 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 only during the furlough period of the year in which the furlough program is instituted.

26. Although this Agreement is effective as of January 1, 2016, if it is signed some time thereafter, the parties acknowledge and agree that a delay in payment caused by the later signing of this Agreement shall not be deemed a breach of this Agreement as long as any overdue payments are made within sixty days of the execution of this Agreement.



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

COACH



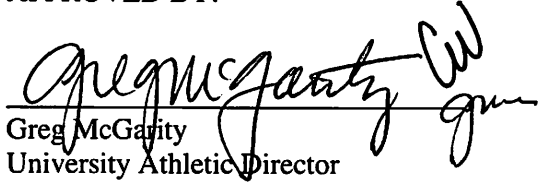
Kirby Smart

UNIVERSITY OF GEORGIA  
ATHLETIC ASSOCIATION, INC.



Jere W. Morehead  
Chairperson of the Board of Directors  
of the Association

APPROVED BY:



Greg McGarity  
University Athletic Director

**"Exhibit A"**

**GENERAL RELEASE**

This General Release (the "Release") is executed by KIRBY SMART ("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 (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, retirement, or vacation 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, arising out of or connected with any such assignment or transfer.

**4. Understanding**

Coach covenants and agrees that he has read and fully understands the contents and the effect of this Release. Coach warrants and agrees that he has had a reasonable opportunity to seek the advice of an attorney as to such content and effect. Coach accepts each and all of the terms, provisions, and conditions of this Release, and does so voluntarily and with full knowledge and understanding of the contents, nature, and effect of this Release.

\_\_\_\_\_  
KIRBY SMART

Date:\_\_\_\_\_

## **FIRST AMENDMENT TO AGREEMENT**

This First Amendment ("Amendment") to the January 1, 2016 Agreement ("Agreement") between the University of Georgia Athletic Association, Inc. ("Association") and Kirby Smart ("Smart") is hereby made and entered into effective as of January 1, 2018, regardless of the date of execution, by and between Smart and the Association.

### **WITNESSETH:**

WHEREAS, in consideration of the promises and agreements set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

1. The Term of the Agreement, as defined in paragraph 13A of the Agreement, shall be extended through December 31, 2024, plus the period of time (if any) extending through the day after the date of any post-season bowl game(s) played in 2025 and related to the 2024-2025 football season. As a result, all applicable references to "December 31, 2021" in the Agreement shall be changed to "December 31, 2024," and any references to the "2021-2022 football season" shall be changed to the "2024-2025 football season," to the extent necessary to effectuate the three-year extension of the Term.
2. Coach's annual Base Salary, as defined in paragraph 3A of the Agreement, shall be \$500,000.

3. Coach's Media Compensation, as defined in paragraph 4 of the Agreement, shall be increased annually as follows:

2018: \$4,000,000

2019: \$4,050,000

2020: \$4,100,000

2021: \$4,200,000

2022: \$4,300,000

2023: \$4,350,000

2024: \$4,400,000

4. Coach's Equipment Compensation, as defined in paragraph 5C of the Agreement, shall be increased annually as follows:

2018: \$2,100,000

2019: \$2,150,000

2020: \$2,200,000

2021: \$2,300,000

2022: \$2,400,000

2023: \$2,450,000

2024: \$2,500,000

5. The Performance Bonuses as defined in paragraph 6A of the Agreement are modified as follows, with a maximum total Performance Bonus of \$925,000, less normal deductions, per season:

(1)	Playing in the SEC Championship Game as SEC Eastern Division Champions <u>or</u> winning the SEC Championship Game, whichever is greater	\$100,000 <u>or</u> \$225,000
(2)	Participation in Birmingham or Independence Bowl	\$50,000
	Participation in a Six Pack Bowl Game (Taxslayer, Outback, Belk, Music City, Texas, Liberty); or	\$75,000
	Participation in Citrus Bowl Game; or	\$100,000
	Participation in any CFP Bowl Game (Sugar, Rose, Orange, Cotton, Fiesta, Peach); or	\$175,000
	Advance to CFP Semifinal Game; or	\$250,000
	Play in National Championship Game; or	\$500,000
	Win National Championship Game	\$700,000
	(whichever is greater under paragraph 6A(2))	

6. The bonus set forth in paragraph 6B is increased to \$75,000, less normal deductions.
7. In Paragraph 6C, the words “Associated Press, American Football Coaches Association, Paul ‘Bear’ Bryant, Walter Camp, or Home Depot” are inserted before the words “National Coach of the Year.”
8. Paragraph 8 is modified by adding thereto the following: “The Association agrees to provide Smart the option to purchase at face value up to 100 tickets to any

postseason bowl game (including the College Football Playoff) in which the Team plays.”

9. Paragraph 9 is modified by adding thereto the following paragraph 9C: “As additional compensation to Smart as Head Coach, upon reasonable advance notice, the Association shall furnish or otherwise make available to Smart a light jet via Delta Jets or comparable carrier service for Smart’s personal, non-business travel for a maximum of twenty-five (25) hours of flight time per calendar year. Flight time, for purposes of the 25 hour maximum, shall not include return trips without Smart, members of Smart’s family, or guests aboard the aircraft in conjunction with Smart’s use of the aircraft for personal, non-business travel. Flight time not used in one calendar year may not be carried over for use in the next calendar year. The parties acknowledge such personal use of private air charter may result in a taxable fringe benefit for the value of such travel.”
10. Paragraph 14A is replaced in its entirety with the following: “The parties understand and agree that if this Agreement is terminated prior to December 31, 2024, pursuant to paragraph 13A(1), and provided that Smart (1) executes and does not revoke a general release of claims in substantially and materially the form of Exhibit A (the “Release”) within thirty (30) days of the termination of this Agreement, and (2) Smart cooperates reasonably with the University and Association in any investigation of potential rules infractions, then the Association shall pay Smart a total amount equal to 65% of any remaining (unpaid) Base Salary, Media Compensation, and Equipment Compensation that would otherwise have been payable to Smart through December 31, 2024; the

total amount shall be paid as follows: (a) twenty percent (20%) within sixty (60) days of the termination and (b) the remaining eighty percent (80%) in equal monthly installments through December 31, 2024.”

11. Paragraph 15B is modified as follows: All references to December 31, 2021 are changed to December 31, 2024. The enumerated items 1 through 6 are removed and replaced with the following items:

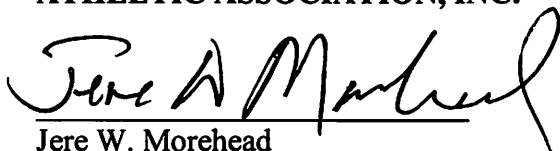
1. \$6,000,000 if Smart resigns or terminates this Agreement in calendar year 2018; or
2. \$6,000,000 if Smart resigns or terminates this Agreement in calendar year 2019; or
3. \$4,000,000 if Smart resigns or terminates this Agreement in calendar year 2020; or
4. \$3,000,000 if Smart resigns or terminates this Agreement in calendar year 2021; or
5. \$2,000,000 if Smart resigns or terminates this Agreement in calendar year 2022; or
6. \$1,000,000 if Smart resigns or terminates this Agreement in calendar year 2023; or
7. Nothing if Smart resigns or terminates this Agreement in calendar year 2024.

In all other respects, the Agreement shall remain unchanged and in full force and effect.



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

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

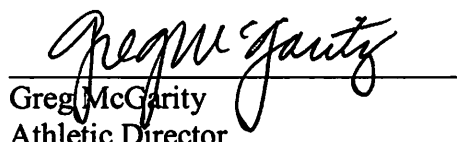


Jere W. Morehead  
Chairperson of the Board of Directors



Kirby Smart

Approved by:



Greg McGarity  
Athletic Director

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment ("Amendment") to the January 1, 2016 Agreement ("Agreement") between the University of Georgia Athletic Association, Inc. ("Association") and Kirby Smart ("Smart") is hereby made and entered into by and between Smart and the Association, effective as of the date of execution by the latter party to execute it.

### **WITNESSETH:**

WHEREAS, in consideration of the promises and agreements set forth below, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement by adding the following sentence to the end of paragraph 1E:

Coach stipulates that (i) he has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case, in accordance with applicable NCAA rules; and (ii) if he is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment.

In all other respects, the Agreement shall remain unchanged and in full force and effect.

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

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



Jere W. Morehead  
Chairperson of the Board of Directors


10/8/18  
Date



Kirby Smart

9/26/18  
Date

Approved by:

  
Greg McGarity  
Athletic Director