

SECOND AMENDMENT TO  
EMPLOYMENT AGREEMENT  
BETWEEN  
R. C. JOHNSON  
AND  
THE UNIVERSITY OF MEMPHIS

This Second Amendment, executed by R.C. Johnson ("Athletic Director") and The University of Memphis ("University"), shall amend the Agreements identified as follows:

Contract entitled "Employment Agreement" between Johnson and University effective February 1, 1996, and executed by the parties on March 16, 1996 and March 25, 1996, respectively, and "Amendment to Employment Agreement between R. C. Johnson and The University of Memphis," executed by the parties on September 29, 1999 and September 28, 1999, respectively.

This Second Amendment shall modify the terms of such Agreement in the following particulars:

1. Bonuses. The following paragraph shall be added to the agreement as paragraph 19:

19. Johnson shall be eligible for one month of additional compensation as a bonus for the occurrence of each of the following events:

- a. Football team ending the season as the conference champion; ~~or being selected to play in a bowl game;~~ *SR Oct*
    - b. NCAA basketball tournament appearance by either the men's or women's team (i.e., one month for each team that plays in the tournament); and
    - c. Men's basketball team's advancement in the NCAA tournament beyond the first round (i.e., for each round beyond the first round that the men's team successfully completes, Johnson is eligible for one month's salary as a bonus); and *SR*

- d. Football team ~~being~~ selected to play in a bowl game. *SR Oct*

have committed a <sup>major</sup> violation

SR [initials]  
SR [initials]  
SR [initials]

If the Athletic Program or any individual sport is found by the University or the NCAA to be in violation of any NCAA rule or regulation during the academic year in which the bonus was earned, the bonus shall not be paid as a result of the violation.

↳ for the sport <sup>to</sup> which the major violation relates

Subject to the changes of this Second Amendment as specified above, the above-referenced Agreement is hereby ratified and confirmed, and shall be effective immediately upon the signature of the parties.

IN WITNESS WHEREOF, Athletic Director and the duly authorized representatives of the University have caused this Agreement to be executed on the dates indicated.

THE UNIVERSITY OF MEMPHIS

ATHLETIC DIRECTOR

Shirley C. Raines  
Shirley C. Raines, President

R. C. Johnson  
R. C. Johnson

Date: Dec. 3, 2001

Date: 12/3/07