

Exhibit A

Employment Term Sheet

Douglas G. Logan ("Executive") and USA Track & Field, Inc. ("USATF"), hereby agree that the following constitutes the material terms pursuant to which Executive will be employed by USATF, effective as of July 21, 2008:

1. Term: Subject to earlier termination as hereafter provided, Executive's employment with USATF will commence on July 21, 2008, and terminate on December 31, 2013 (such time period referred to hereafter as the "Term").

2. Position: Chief Executive Officer ("CEO").

3. Duties: Executive's duties will be as described in Article II, Section 12.A of the Bylaws set forth in the 2008 USATF Governance Handbook ("Handbook"), and include other managerial, executive, and administrative duties that the Board or USATF President may from time to time reasonably request. USATF will not unreasonably diminish or change adversely Executive's duties, responsibilities, and authority or assign to Executive (without his consent) any duties that are materially and unreasonably inconsistent with his position and duties as CEO.

Executive will have sole and absolute discretion and authority (which Executive may delegate) concerning the employment of personnel by USATF. Executive shall take reasonable and necessary steps in support of the USATF's commitment to employ a diverse staff, subject to USATF's obligations as an equal opportunity employer.

Executive may engage in religious, charitable or other non-profit volunteer activities, serve and receive compensation as a director on any corporate board, and purchase or hold ownership interests of 5% or less in other business enterprises, provided such activities do not materially interfere with the performance of his duties and responsibilities as CEO.

Executive may make public speeches or presentations, provided that, if Executive is paid a fee for any such speech or presentation, Executive will donate the fee to the USATF Foundation.

4. Base Salary: \$360,000 per year. Effective January 1, 2009, and as of each January 1 thereafter, Executive's then-current annual Base Salary will increase by the greater of (a) \$6,000.00 or (b) the Cost of Living Adjustment (in percentage terms) applied to U.S. Social Security and Supplemental Security Income benefits as of the corresponding January 1, subject to a maximum annual increase of \$10,000.00.

Executive and the Board shall annually establish a written list of Executive's goals for USATF for the upcoming year, and longer term goals which they deem appropriate. In addition to Executive's yearly report described in Article 12 of the Handbook, Executive shall annually report in writing to the Board and USATF membership a self-evaluation of his accomplishments and a review of

the goals from the previous year. At the conclusion of each calendar year of the Term, the USATF Board will provide Executive with a formal annual review of his performance. In connection with each such review, the Board may elect to increase Executive's annual Base Salary for the following calendar year in an amount in excess of the foregoing \$10,000 limit based on his performance.

5. Signing Bonus: \$70,000, to be paid within three business days of the signing of this term sheet.

6. Incentive Compensation: For calendar year 2009, and for each calendar year thereafter during the Term, Executive will be paid annual incentive compensation, based on (a) increases of "Net Sponsorship Revenue" payable to USATF above the "Revenue Baseline" for each calendar year of the Term, and (b) net profits to USATF from the number of annual adult athlete memberships exceeding one hundred thousand (100,000) memberships at Board approved dues levels during each calendar year of the Term.

a. Definitions.

For purposes of this Section 6, Net Sponsorship Revenue shall be the sum of:

(i) the total cash amount payable (in the respective year) to USATF under all sponsorship agreements between USATF and any third parties, which will be determined by Generally Accepted Accounting Principles (GAAP) under the accrual method of accounting, excluding Value-In-Kind products or services scheduled to be or in fact provided to USATF and net of all commissions paid by USATF to third parties for procuring or servicing the underlying sponsorship contracts; and

(ii) the total amount of all capital commitments paid (in the respective year) secured by, or under the direction of Executive, from and by any sponsor or other third party to any wholly owned affiliate of USATF in connection with any event or activity that involves or serves to promote USATF. This amount shall not include donations to USATF; the USATF Foundation; or any other charitable contribution. This amount shall not include amounts paid to any joint venture, partnership, or other entity with which USATF shares revenues, expenses, or risk, or any amounts paid to any entity to which USATF pays finders' fees or commissions.

For purposes of this Section 6, the term "Revenue Baseline" will mean the average aggregate Net Sponsorship Revenue and capital commitments for calendar years 2005 through 2008 inclusive, excluding Value-In-Kind products or services scheduled to be or in fact provided to USATF.

b. Incentive Compensation.

For each calendar year of the Term, Executive shall be paid an amount equal to the sum of:

(i) three percent (3%) of the first six million dollars (\$6,000,000.00) in Net Sponsorship Revenue above the Revenue Baseline; plus (ii) two percent (2%) of all additional Net Sponsorship Revenue above the Revenue Baseline; and

(ii) two percent (2%) of USATF's net profit from the number of adult athlete memberships exceeding one hundred thousand (100,000) memberships at Board approved dues levels in the respective calendar year.

USATF shall pay Executive the incentive compensation earned each calendar year as soon as practicable after the final audited financial statement for the calendar year is complete. If USATF's Chief Financial Officer (CFO) estimates that payment of incentive compensation for any year will take place later than the immediately following March 31 due to the timing of USATF's annual audit, then the President shall direct the CFO to pay Executive 80% of the estimated incentive compensation on or before March 31 based on unaudited financial statements, with the balance paid upon completion of the final audited financial statement.

If Executive's aggregate incentive compensation for calendar year 2009 equals less than one hundred forty thousand dollars (\$140,000.00), and the team uniform contract succeeding the contract in place with Nike, Inc., which expires on August 31, 2009 exceeds an average of nine million dollars (\$9,000,000.00) per year in net cash sponsorship for its entire term, USATF shall retroactively increase Executive's aggregate incentive compensation for calendar year 2009 to one hundred forty thousand dollars (\$140,000.00), payable on March 31, 2010, or upon the signing of the team uniform contract if after March 31, 2010.

For each calendar year, Executive's combined annual Base Salary and annual incentive compensation shall not exceed \$1 million.

7. Vacation:

Executive will have 20 days of paid vacation each calendar year. Accrued and unused vacation will be rolled over from year to year and will be paid to Executive upon termination of employment. If Executive has accrued more than 40 days of paid vacation at the end of any calendar year, Executive shall utilize the number of accrued days exceeding 40 days on or before June 30 of the succeeding calendar year, or forfeit the right to use or be paid for such days in excess of 40.

8. Relocation:

For the period beginning July 21, 2008 through December 31, 2008 ("Relocation Period"), and at no cost to Executive, USATF will provide Executive with:

- a. executive housing (including related utilities and a minimum of two bedrooms) in the Indianapolis area; and
- b. a rented or leased car (including related insurance).

USATF will relocate Executive to Indianapolis by:

- a. purchasing for Executive and Executive's spouse a one-way airline ticket for travel from Florida to Indianapolis; and
- b. paying directly the costs to ship Executive's (and his spouse's) goods and personal belongings to Indianapolis.

9. Benefits:

a. Executive shall be entitled to participate in any and all employee benefit plans from time to time in effect for (and under the same terms as) employees of USATF generally, and to perquisites, plans, and benefit arrangements that are extended and made available to other management level employees of USATF.

b. In addition to, and without limiting the preceding sentence, USATF will pay for and provide Executive with the following:

- (i) In each calendar year during the Term, one complete medical/physical examination for Executive at the Mayo or Cleveland Clinic (or equivalent facility);
- (ii) Annual membership fees or dues for Executive to be a member of a health club located in the Indianapolis area;
- (iii) Annual membership fees or dues for Executive to be a member of a social, country, or golf club located in the Indianapolis area (to be selected by the parties, for purposes of fostering civic and community involvement);
- (iv) A PDA/mobile phone and home computer and printer; and
- (v) After the Relocation Period, use of a standard General Motors midsized car or equivalent leased or owned by USATF (or an equivalent monthly allowance to cover Executive's costs to own or lease a car).

10. Expenses:

USATF will timely pay or reimburse the Executive for all reasonable, travel, entertainment and other business expenses incurred or paid by the Executive in the performance of his duties as CEO. USATF will maintain, and directly pay the account of, a Visa credit card that Executive may use to charge such expenses.

- 11. Indemnification:** Executive will be entitled to indemnification in accordance with the terms of Article 23 of the Bylaws set forth in the Handbook (which shall not be extended to Executive on less favorable terms at any time during the Term, any prospective amendment to Article 23 notwithstanding). In addition to, and without limiting the foregoing, USATF will indemnify and defend Executive fully and completely in connection with the performance of his duties as CEO and will maintain and purchase adequate insurance in order to do so.
- 12. Termination:** Notwithstanding Section 1 above, and subject to the terms hereof, Executive's employment may terminate at any time prior to the expiration of the Term under the following circumstances:
- a. Executive's death, upon which Executive's employment will immediately terminate and USATF will pay to Executive's spouse or other designated beneficiary (and if none, to his estate): (i) Executive's Base Salary, accrued vacation, and any unreimbursed expenses earned or incurred, but not paid, through date of termination (collectively, "End Payment"), and (ii) Executive's annual incentive compensation (prorated based on effective date of termination).
 - b. Executive's Disability (as defined below), on 30 day's prior written notice to the Executive. Upon such termination, USATF will have no further obligations to the Executive.
 - c. By USATF with or without Cause (as defined below).
 - d. By Executive.
- 13. Disability:** Any illness, injury, accident or condition of either a physical or psychological nature suffered by Executive which renders him unable to perform all of his duties as CEO for one hundred eighty (180) days during any period of three hundred and sixty-five (365) consecutive calendar days.
- 14. Cause:** Executive's (a) willful and continued failure in the performance of his material duties as CEO, provided that Executive receives from USATF a written notice describing such failure and the related duties to be discharged in detail and Executive does not cure such failure within 30 business days following receipt of such notice; (b) gross misconduct; (c) dereliction of duty; or (d) conviction of, or plea of guilty or *nolo contendere* to, any felony or lesser offense involving moral turpitude and carrying a maximum penalty of imprisonment.
- 15. Severance:** If, prior to the end of the Term, Executive's employment is terminated without Cause by USATF, USATF will:
- a. pay Executive his End Payment;
 - b. continue to pay Executive his Base Salary (including all contemplated COLA adjustments) during the period beginning on the

effective date of termination through the date of the end of the Term, with such salary payments to be made in accordance with USATF's regular payroll practices (and with each such payment being deemed to be a separate payment for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"));

c. in respect of the annual incentive compensation contemplated hereunder for the calendar year in which Executive's employment terminates, pay Executive the lump sum amount of \$140,000, which will be payable within 10 days after the date that is six (6) months and one (1) day after the effective date of the termination of Executive's employment;

and

d. continue, on the same terms and until the end of the Term, the participation of Executive (and his spouse and dependents, if applicable) in the USATF medical and dental insurance programs in which he was (or they were) participating on the effective date of termination, with Executive and his spouse and dependents to be offered and eligible to elect COBRA continuation coverage effective as of the date of the end of the Term.

Notwithstanding the foregoing, if all or any portion of the payments described in this Section are determined to be "nonqualified deferred compensation" subject to Section 409A of the Internal Revenue Code, as amended (the "Code"), then such payments (or portion thereof) will commence or be made no earlier than the first day of the seventh month following the month in which Executive's employment terminates (with the first such payment being a lump sum equal to the aggregate payments Executive would have received during such six-month period if no such payment delay had been imposed). The objective of the parties herein is to comply with the requirements of Section 409A of the Code so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A of the Code, and, going forward, the parties agree to take all reasonable action that is necessary, appropriate or desirable to avoid imposition of any such additional tax or income recognition prior to actual payment to the Executive.

If, prior to the end of the Term, Executive's employment is terminated with Cause by USATF, or if Executive terminates his employment, Executive will be paid his End Payment. If Executive's employment is terminated without Cause, he will have no obligation or duty to mitigate with respect to any of the payments or benefits due to him hereunder.

16. Law/Forum:

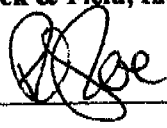
The terms herein will be governed, interpreted and construed in accordance with the laws of the State of Indiana, without regard to conflicts of law. In any such action concerning enforcement or termination of this term sheet, the prevailing party's reasonable legal fees and related expenses will be paid by the non-prevailing party.

By signing below, the parties agree that this term sheet will be ~~binding~~ ^{binding} and this term sheet represents the entire understanding – and supersedes ~~all~~ ^{all} previous agreements (written or oral) – between Executive and USATF ~~concerning~~ ^{concerning} none of the terms may be changed unless the changes are made ~~in writing~~ ^{in writing} by USATF.

USA Track & Field, Inc. ("USATF")

Douglas G. Logg

By: _____



Name: Bill Roe

Title: President

Date: July 21, 2008

WHEREAS, USA Track & Field, Inc. (USATF) and Doug Logan (Executive) entered into a contract commencing July 21, 2008 under which Executive serves as USATF's CEO; and

WHEREAS, USATF and Executive desire to amend that contract;

NOW THEREFORE, the parties agree to amend the following paragraphs of the contract:

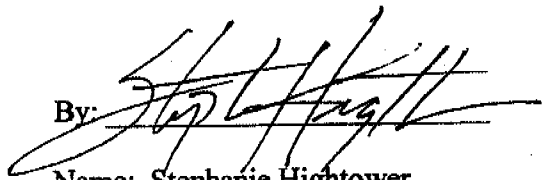
1. In Paragraph 6, Net Sponsorship Revenue and the Revenue Baseline shall not include rights fees received from Local Organizing Committees.
2. In Paragraph 8, the Relocation Period will extend to December 31, 2009. USATF will continue to provide the existing temporary executive housing under section (a). The rental car provision in section (b) shall terminate. By December 31, 2009, the Board and Executive will mutually agree on a location for Executive's permanent residence, after considering such factors as the direction of USATF's business and the COO's role.
3. In Paragraph 9, the health club membership in section (ii), and the social, country, or golf club membership in section (iii) shall be eliminated, and replaced with "Initiation and dues for a non-resident membership at the New York Athletic Club."

All other terms of the contract shall remain in full force and effect.

USA Track & Field, Inc. (USATF)

Douglas G. Logan (Executive)

By:



Name: Stephanie Hightower

Title: President

Date:

1-20-08

