

ARKANSAS



December 5, 2011

Dear Paul Petrino:

On behalf of the University of Arkansas, Fayetteville, I am pleased to offer you the position of Offensive Coordinator for our football program. This letter sets forth the material terms of the University's offer to you. Your compensation package will be as follows:

- Annual total compensation from public and private funds to be paid by the University of Arkansas to you shall be Four Hundred Twenty Five Thousand and No/100 Dollars (\$425,000.00) which shall be paid in twelve equal installments on the last working day of each calendar month and consistent with the University's routine payroll cycle.
- Annual total compensation for speaking engagements to be paid by the Razorback Foundation to you shall be Fifty Thousand and No/100 Dollars (\$50,000) which shall be paid in four equal installments on the last calendar day of each quarter and consistent with the Razorback Foundation procedures.
- One (1) automobile provided on a loaned basis by supporters of the University's athletics programs provided that the loaner program remains in effect. The University will withhold from your compensation applicable state and federal taxes as required by law and IRS guidelines. Upon the expiration or termination of your employment or the termination of the loaner car program, whichever occurs earlier, you shall return the vehicle to the University or the dealer at the University's request. You shall be required to pay all expenses for the maintenance, insurance, and operation of the loaned vehicle.
- Moving expenses and three months of temporary housing in accordance with University policies and procedures. You will need to contact Carrie DeBriyn at (479) 575-3463 to discuss University policies for these relocation benefits.
- Family membership to Paradise Valley Golf Club or the Fayetteville Athletic Club. This membership is renewable each year subject to availability and terms of the clubs. The University is not responsible for additional purchases such as apparel, food, or drinks.
- Four (4) complimentary tickets for each home football game, and two (2) complimentary tickets for each home game for all other sports. All

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complimentary tickets shall be provided and used in accordance with departmental and University policies.

- Any of the above benefits that may be determined to be a taxable fringe benefit by the University's Office of Tax Compliance will be subject to the appropriate tax withholding requirements prescribed by tax law.

The University also offers a package of fringe benefits to employees appointed for half-time or greater that includes group health insurance, group life insurance, retirement plan options, Social Security/Medicare, and long-term disability insurance. Employees must sign up with Human Resources (Administration Building, Room 222) within 31 days of appointment date for desired participation. Benefits will become effective the first of the month following submission of required materials. For more information about the benefits, please visit the University of Arkansas Human Resources website at <http://hr.uark.edu/benefits>.

To assure compliance with the University's policies regarding nepotism (Board Policy 410.1), we will establish the following procedures for your employment. Your position will report directly to me, and I will be responsible for reviewing your performance annually, and for making any decisions to retain, promote, or adjust your salary.

As a new staff member, you should be aware that you will be held accountable for and must abide by University of Arkansas, Southeastern Conference, and NCAA rules and regulations. The University of Arkansas is committed to fostering an atmosphere of compliance and expects integrity, attendance in rules education opportunities, and a commitment to reporting violations of which you become aware. You agree to uphold ethical standards appropriate to your position, including, but not limited to, complying with all applicable laws, rules, regulations, and conflict of interest policies, and all other NCAA, SEC and University policies. You also agree to report suspected or known noncompliance with NCAA, SEC, or University policies as may be required. Violations of NCAA and SEC policies will likely occur during your service at the University of Arkansas, and you have a responsibility and obligation under NCAA legislation to report any violation to your supervisor or directly to the Compliance Office. I encourage and expect all employees and coaches to visit with the Compliance Office staff regarding possible rules violations, and I am confident that questions you have will be addressed in an expeditious manner.

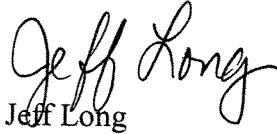
In all instances, this offer and the terms and conditions of your employment are subject to all applicable policies of the Board of Trustees of the University of Arkansas and of the institution. This offer is contingent upon the satisfactory completion of a background check. Also, this letter and applicable policies of the University contain the entire understanding between us, and there are no

agreements, whether written or oral, regarding your employment other than those contained in this letter.

On behalf of the Athletic Department, I am very excited to extend this offer to you and to welcome you back to Fayetteville. We continue to believe that the University of Arkansas, Fayetteville, provides excellent opportunities for professional service, and that you can contribute to the worthwhile development of our student athletes and advancement of our athletic program. If you have any questions concerning this offer, please feel free to contact Carrie DeBriyn at (479) 575-3463.

Please indicate your acceptance of this offer by signing below and returning to me as soon as possible.

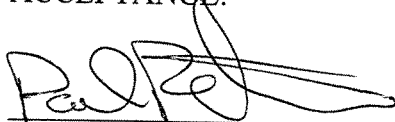
Sincerely,



Jeff Long

Vice Chancellor and
Director of Athletics

ACCEPTANCE:



Paul Petrino

Dec 5 2011

Date