

April 23, 2012

John L. Smith
2241 Woodland Dr.
Ogden, UT 84403

Dear Coach Smith:

On behalf of the University of Arkansas, Fayetteville, I am pleased to offer you the position of Head Football Coach. This letter sets forth the material terms of the University's offer to you that will later be incorporated into a formal employment agreement. By copy of this letter, I am requesting that the Office of the General Counsel prepare an Employment Agreement consistent with the terms of this offer and with the University's standard coaching contracts.

- TERM: The term of the employment agreement will be for a total period of ten (10) months beginning no later than May 24, 2012 or the date upon which you actually begin your duties, whichever date is earlier.
- COMPENSATION: The overall economic value of your compensation as Head Football Coach of the University of Arkansas will be a total of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) as detailed herein. The 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) ("Salary") which shall be paid in equal monthly installments on the last calendar day of each month and consistent with the University's routine payroll cycle.

The Razorback Foundation, Inc. ("Foundation") will provide an additional Four Hundred Twenty Five Thousand and No/100 Dollars (\$425,000.00). Subject to the mutual agreement between you and the Foundation, this sum may be structured as deferred compensation for your performance of personal speaking engagements, for serving as the host of radio and television sports shows, for making appearances as requested by the University and/or the Foundation, and for assisting in fundraising activities to support Razorback Athletics. To provide these forms of compensation, the Foundation will prepare and enter into separate agreements with you and will discuss the best way to structure any payments to you. We anticipate structuring your compensation package in this manner, but the University reserves the right, working with the Foundation, you and your financial advisers, to develop alternative

structures and allocations for the payment of the total economic value of your compensation subject to the policies of the Board of Trustees and the laws of the State of Arkansas.

- **INCENTIVE COMPENSATION:** In addition to your Salary, you will be eligible to receive incentive compensation for the athletic achievements set forth in Exhibit A (which is incorporated herein by reference) and incentive compensation for academic achievements set forth in Exhibit B (which is incorporated herein by reference). Incentive Compensation is not included within the definition of your Salary (as defined above). You will not receive any incentive compensation in the event your employment agreement is terminated for “inducement” (as defined below).
- **THIRD-PARTY GUARANTEE OF YOUR UNIVERSITY SALARY:** Although we do not anticipate terminating your employment agreement for convenience, the terms of your employment agreement with the University will include a provision that the unpaid portions of your total compensation of Eight Hundred Fifty Thousand and No/100 (\$850,000.00) will be guaranteed, subject to an affirmative duty of mitigation, by a third-party guarantor in the event the University terminates your employment for convenience.
- **TERMINATION FOR “INDUCEMENT”:** In the event your termination arises as a result of your inducement, then you will not be entitled to receive any amounts of anticipated compensation, including but not limited to, your Salary (as defined above) or any incentive compensation. “Inducement” of termination shall mean and refer to: (a) your voluntary resignation as Head Football Coach prior to the end of the term; or (b) your willful failure to perform your duties as Head Football Coach; or (c) your termination for cause as provided in the University’s employment agreement and any amendments thereto. The University will request that the Foundation prepare and enter into a personal services and guaranty agreement with you.
- **BENEFITS:** Consistent with benefits provided to other similarly situated non-classified, non-academic employees, and subject to the same terms and conditions, you will be entitled to the following benefits: major medical and life insurance; long-term disability insurance; University contribution to TIAA/CREF or other approved retirement program; sick leave; tuition reduction for you and your legal dependents; travel allowances; and such other benefits currently provided for non-classified, non-academic employees of the University as may be approved from time to time by the Board of Trustees of the University.
- **FOOTBALL SKYBOX AND TICKETS:** The University will provide you with a twelve (12) seat skybox with tickets for each home football

game in Fayetteville and Little Rock during the 2012 football season. In addition, the University will provide you with four (4) complimentary tickets for each home basketball game in Fayetteville during the term of your employment agreement.

- AUTOMOBILES: You will be furnished with the use of one (1) loaned vehicle which is similar in terms of make and model to the types of vehicles loaned to other head coaches, and if possible, is acceptable to your reasonable request and that is provided to the University by supporters of the institution's athletics programs. The University shall withhold applicable federal and state taxes as required by the IRS and applicable law. You will be responsible to pay expenses of maintenance, operation and insurance of the loaned vehicle. Upon the expiration or termination of your employment agreement, you agree to return the loaned vehicle as requested by the University.
 - MOVING EXPENSES: The University will pay or reimburse your reasonable moving expenses for your household in accordance with University policy and state law.
 - CLUB MEMBERSHIP: You shall be entitled to a club membership at the Fayetteville Athletic Club. The membership shall be subject to any terms and conditions imposed by the Fayetteville Athletic Club. The University shall not be responsible for your purchases of goods and services at the club. If required by the law, the University shall withhold all applicable federal and state taxes on the cost of any such memberships.
 - RIGHT OF REASSIGNMENT: The position of Head Football Coach is vitally important to the success and well being of the student-athletes on our football team, the University and the fans of our athletic program. The University, in its sole discretion, reserves the right to reassign you to an administrative, non-coaching position at any time. You agree to accept such reassignment as directed by the Vice Chancellor and Director of Athletics. Although your duties and assignments may change in the event of a reassignment, your total economic compensation package shall remain the same, for the term of your employment agreement.
 - COACHING STAFF: We mutually agree that we have a strong and cohesive staff of assistant football coaches, strength coaches and support staff. We further agree that the best interests of the University's football program will be served by maintaining a stable, positive and productive working environment within the football program. Accordingly, all current members of the football coaching staff, the strength coaches and the support staff shall continue in their respective titles and positions during the term of your employment agreement subject to all University
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policies, and the Director of Athletics shall have sole authority to approve any necessary personnel actions.

- FOIA: The University is subject to the Arkansas Freedom of Information Act. You agree, therefore, that the University may release, without prior notice to you, a copy of this letter as well as a copy of your Employment Agreement (upon its completion) to any individual requesting a copy under the Arkansas Freedom of Information Act. The University will provide you with a copy of any such requests. For practical purposes and administrative convenience, you also agree that the University may release a copy of this letter and the final copy of your Employment Agreement to the public without a FOIA request.

Among other terms, the employment agreement will include the following provisions:

- A term permitting outside employment and outside compensation consistent with University policy (including the institution's conflict of interest policy).
- If you terminate the employment agreement, or if the employment agreement is terminated for cause, neither the University nor its third-party guarantor shall be liable for any payments or benefits after the date of the termination.
- The employment agreement shall include the University's standard termination for cause provision which includes the right to terminate you for cause based on significant and/or repetitive violations of NCAA and/or Southeastern Conference rules and regulations; committing or assisting in the commission of a major violation or a series of secondary violations which, taken together, constitute a major violation by any person of the NCAA or SEC constitution, by-laws, rules, regulations or interpretations thereof by the NCAA or SEC, or failing to report the same within a reasonable amount of time of your learning of any such violations; conviction of a crime under federal or state law (excluding minor traffic offenses); prolonged absence from duty without the consent of the Director of Athletics or his/her designee; engaging in unreasonable conduct in willful disregard for the welfare and safety of University student-athletes, including failure to adhere to the NCAA principle of student-athlete well being; or otherwise engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Football Coach or which negatively or adversely affects the reputation of the University or UAF's Athletics Program in any way.

- The University shall also have the right to terminate for cause in the event of a final determination (including the exhaustion of any appeals) that you violated NCAA or conference rules and regulations or state or federal law at any of your prior places of employment.
 - The University shall have the right to terminate you for convenience for any reason at any time subject to the guaranty of the employment agreement by the institution's third-party guarantor.
 - The University shall have the right to take disciplinary or corrective action short of dismissal for cause in the event of the occurrence of any act or event which could be grounds for dismissal for cause.
 - The University shall have an exclusive license to use your name, likeness and image to support and to promote the football program, the Athletics Department, and the University.
 - In the event that you choose to terminate this employment agreement for convenience at any time during the term of your employment agreement, you will be responsible to pay the sum of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) to the University as liquidated damages. Moreover, during the term of your employment agreement, you agree that neither you nor anyone acting on your behalf, whether directly or indirectly, will seek, solicit or discuss the possibility of obtaining other employment as a head football coach without first notifying and seeking approval of the Vice Chancellor and Director of Athletics or his designee.
 - In the event that you terminate the employment agreement due to any alleged material breach of contract by the University, the University acknowledges that you may pursue all remedies legally available to you; provided, however, that the University does not waive its sovereign immunity or any immunities available to its officials and employees.
 - Your employment agreement will contain a covenant not to compete against the University of Arkansas. Accordingly, this provision will include your promise and covenant not to accept employment with any other SEC member institution. In the event the University terminates you for its convenience, the covenant not to compete shall not apply.
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- Your employment agreement will contain an indemnification and hold harmless provision for the benefit of the University and its trustees, officials and employees. This provision will include any and all claims which your current or former employers have, might have or might assert against the University and its trustees, officials and employees, and shall be limited to the amount of any judgment. You and the University will participate and cooperate in the defense of any such action. You will be

responsible for your defense costs, and the University will be responsible for its defense costs. Nothing contained in this provision shall be deemed or construed as an admission of liability by you or the University, and any such alleged liability is denied.

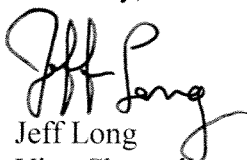
- In the event that you are subject to a buy-out or liquidated damages provision under any current employment agreement, the University will work with you to provide funding (from sources permitted by Arkansas law) to assist you in meeting any such obligation; provided, however, that you agree to cooperate in addressing this issue in a manner that is satisfactory to the University.
- Your employment agreement will contain the standard terms and conditions customarily utilized in University coaching contracts and your employment will be subject to the policies of the University and the Board of Trustees of the University of Arkansas and the laws of the State of Arkansas without regard to its choice of law principles.

The foregoing terms and conditions are contingent upon our executing an employment agreement and your satisfactory completion of a background check. The University will use its best efforts to draft and execute the employment agreement with you within 30 calendar days of your start date. As stated, your annual University Salary as set forth in the employment agreement will be guaranteed by a third-party guarantor in the event the University exercises its right to terminate for convenience. This letter shall be governed by the laws of the State of Arkansas without regard to its choice of law principles. Neither this letter of offer nor your employment agreement shall be deemed or construed to create any rights or guarantees in third parties.

We appreciate your previous service to our football program, and we appreciate your willingness to return to Fayetteville to lead our team during an important time in the lives of our football student-athletes and our program. We expect that you will provide stable leadership to our football program, both athletically and academically, to maintain a consistent level of excellence and sustained national success at the highest levels. We look forward to working with you and maintaining the integrity, pride and consistent winning tradition of the Arkansas Razorbacks.

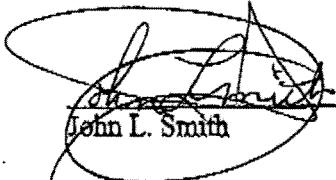
Please indicate your acceptance of the position as Head Football Coach by signing your name in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Long". The signature is stylized with a large, looped "J" and a cursive "Long".

Jeff Long
Vice Chancellor
and Director of Athletics

AGREED TO AND ACCEPTED:



John L. Smith

Date: April 23, 2012

cc: President Donald R. Bobbitt
Chancellor G. David Gearhart

EXHIBIT A

ATHLETIC ACHIEVEMENT INCENTIVES

Coach shall be entitled to receive the following performance incentives for each of the following athletic achievements:

ATHLETIC ACHIEVEMENT	INCENTIVE PAYMENT
Win BCS National Championship Game	\$200,000.00++
Appear in BCS National Championship Game	\$150,000.00++
Appear in Non-Title BCS Bowl Game	\$100,000.00
Appear in any of the following Non-BCS Bowl Games (Capital One Bowl, Cotton Bowl, or Outback Bowl)	\$50,000.00
Appear in any other Non-BCS Bowl	\$25,000.00

++These incentive payments are non-cumulative. In the event that you and the football team appear in the BCS National Championship Game and win the BCS National Championship Game, you shall receive an incentive payment of \$200,000.00.

Any incentive payment shall be due to you shall be paid within 30 days following the conclusion of the football season consistent with Athletic Department and University payment policies.

EXHIBIT B

ACADEMIC ACHIEVEMENT INCENTIVES

Coach shall be entitled to receive the following performance incentive for academic achievement:

ACADEMIC ACHIEVEMENT	INCENTIVE PAYMENT
Academic Performance Rate (APR) of 940 for the Fall 2012 Semester	\$25,000.00

The foregoing amount for academic achievement shall be paid within 30 days following any such achievement or consistent with the payment policies of the Department of Athletics and the University.