

ARKANSAS

ATHLETICS

Sam Pittman
[REDACTED]

Dear Coach Pittman,

With the support of Chancellor Joseph E. Steinmetz and President Donald R. Bobbitt, I am pleased to offer you the position of Head Coach for the Razorback Football Program ("Program") at the University of Arkansas ("UA"). This letter sets forth the material terms of the UA's offer to you that will be incorporated into a formal Employment Agreement ("Agreement") upon your acceptance below. By copy of this letter, we are requesting the Office of General Counsel to prepare your Agreement consistent with the terms of this offer and with the UA's standard coaching contracts. Upon execution by you and the UA, the Agreement will supersede this offer letter.

TERM. The initial term of the Agreement will be for a period of approximately five (5) years beginning on the date you sign this offer letter ("Effective Date") through December 31, 2024 ("Term"). Subject to all other provisions in the Agreement, the Term will be extended by one (1) year (not to exceed two (2) extensions total during the Term or any extension), in the event the Program competes in an NCAA Bowl Game.

ANNUAL COMPENSATION. Your total Annual Compensation will be \$3,000,000 annually. The UA will establish some portion of your Annual Compensation as your "University Salary" and the remaining portion as "Other Compensation". Your Annual Compensation shall be paid in equal monthly installments on the last working day of each month (with any partial month being prorated) and consistent with the UA's policies and routine payroll cycle. All amounts of compensation in excess of line-item maximum for your position shall be subject to the approval of the Board and consistent with applicable law.

Additionally and subject to all other terms and conditions in the Agreement, your Annual Compensation will be increased in the following non-cumulative amounts, provided the following achievements are attained by the Program in a regular season while you are actively serving and continuing to hold the position of Head Coach:

- \$250,000 in the event the Program wins 6 or more games.
- \$500,000 in the event the Program wins 7 or more games.
- \$750,000 in the event the Program wins 8 or more games.

In any one year of the Term or any extension, you will only be eligible to receive a sum equal to the highest applicable achievement. The amounts listed above will become effective March 1st after the regular season achievement is attained.

INCENTIVE COMPENSATION. You will be eligible for Incentive Compensation, attached to this letter as Exhibit A.

DUTIES AND RESPONSIBILITIES. You will be expected to familiarize yourself and abide by all policies, procedures, rules and regulations of the Board, the UA, the NCAA, and the SEC and direct the Program in keeping with the traditions and policies established by UA, the Chancellor, Director of Athletics, and in accordance the rules and regulations of the NCAA and the SEC. Your duties and authority as Head Coach of the Program will be more specifically set out in your Agreement and commensurate with similar agreements for NCAA Division 1, intercollegiate head football coaches at other high level institutions. The duties include without limitation, management of football program; developing, teaching, evaluating, recruiting, coaching, disciplining, and supervising student-athletes in practices, games, and in off-field and off-season training and activities; student-athlete development and academic achievement; fund raising; community outreach; Razorback Club speaking and other appearance engagements; serving as a host of the UA's weekly coach's show during football season (including pre-season, post-season and other shows as determined by the UA); conducting all media interviews; serving as the host of a weekly radio show during football season; participating in all other forms of assigned programming; using your best reasonable efforts to maintain good public relations and sound alumni relations; and other duties as assigned to develop and lead a stable and successful football program. In carrying out these responsibilities, you are expected to prepare the Program to compete successfully in the SEC and against major college competition on a national level.

BENEFITS. You will be entitled to the following: major medical and employer furnished and optional life insurance; employer furnished and optional long-term disability insurance; the UA's contribution to an approved retirement program; sick leave; tuition reduction for you and your legal dependents; and such other benefits currently provided for non-classified, non-academic UA employees as may be approved from time to time by the Board, excluding annual leave. In addition, you will be entitled to the following benefits subject to all applicable UA policies and tax reporting and withholding requirements:

- **Football Skybox and Tickets.** The UA will make the following tickets, at no cost, available to you: (a) a skybox suite with twelve (12) seats in the Donald W. Reynolds Razorback Stadium; (b) a twelve (12) seat skybox suite in War Memorial Stadium for Razorback football games; (c) twenty (20) complimentary tickets for each home game in Fayetteville and Little Rock with seat locations to be determined by the UA; and (d) complimentary tickets for you and your immediate family members (spouse and any children) for each home game for all UA sports with seat locations to be determined in UA's discretion.
- **Vehicle.** You will be furnished with the use of one (1) loaned vehicle, or a car allowance not to exceed \$8,400 annually in value.
- **Moving Expenses.** The UA will pay or reimburse moving expenses, not to exceed \$25,000, for your household in accordance with state law, and UA and department policy, and provide three (3) months temporary housing.
- **Club Memberships.** You will be entitled to memberships at The Blessings, Paradise Valley Athletic Club, and at Fayetteville Athletic Club provided that such memberships are made available to the UA for the benefit of its coaches. In the event such memberships are not made available to the UA for the benefit of its coaches, you shall be entitled to one comparable club membership of your choosing; provided, however, that the club is located in Washington County, Arkansas or Benton County, Arkansas and provided further that sufficient private

funds are available to the UA to cover the cost of any initial and monthly membership fees. The memberships shall be subject to any terms and conditions imposed by the clubs, including, but not limited to, the right of each entity to revoke its membership. The UA shall not be responsible for any monthly food minimums or purchases of goods and services at the clubs.

TERMINATION FOR CONVENIENCE BY UA. In the event the UA terminates your employment for convenience and, subject to your affirmative duty of mitigation after January 1, 2022, the Agreement will include a provision that the UA agrees to provide you an amount equivalent to seventy-five percent (75%) of your remaining Annual Compensation from the effective date of termination for convenience until the ending date of the Term, as if the Agreement had not been terminated, including any earned extensions, if the Program winning percentage while under your direction as Head Coach is fifty percent (50%) or above on the effective date of termination for convenience. If the Program's overall winning percentage while under your direction as Head Coach is below fifty percent (50%) on the effective date of termination, the UA agrees to pay you an amount equal to fifty percent (50%) of your remaining Annual Compensation from the effective date of termination for convenience by the UA until the ending date of the Term as if the Agreement had not been terminated, including any earned extensions. The right to these amounts are non-assignable, non-transferable, non-cumulative, and terminates upon your death. The amount of payment for the remaining Term will be prorated based on the date of the termination.

The UA's payment of these amounts will be subject to the following conditions: (a) payment in equal monthly installments over the remaining Term as if you had not been terminated; (b) the affirmative duty to mitigate your damages if terminated for convenience, by reasonably and diligently seeking in good faith and accepting other comparable full-time, paid employment (head coach of an NCAA Division 1, intercollegiate head football coach at a high-level institution or head coach or assistant coach of a professional team in the National Football League) at a rate of compensation not less than market value and consistent with compensation rates for similar positions in the industry, if terminated for convenience by the UA after January 1, 2022; (c) the affirmative duty to report and provide evidence of all efforts to obtain comparable employment and maximize your earnings as a collegiate or professional football coach throughout the entire period in which the UA's obligation to pay the release payment is in effect, if terminated for convenience by the UA after January 1, 2022; (d) the UA's right of offset of any earnings you receive, whether from athletic or non-athletic-related sources, and your duty to disclose all such earnings if terminated for convenience by the UA after January 1, 2022; (e) the UA's right of offset will include the right to impute the fair market value of the comparable position if terminated for convenience by the UA after January 1, 2022 and the compensation appears to be less than market value based on relevant market data at the time and the right to offset the total economic value of any compensation package, employment agreement, or other compensation formula utilized with any new employer, and your agreement not to structure or allow your compensation or any compensation package with any new employer to be structured in any manner that reduces, avoids, diminishes, or denies the UA's right of offset; and (f) your reciprocal obligation to pay the UA the liquidated damage amounts outlined below in the event you terminate your employment for convenience.

Payment of any amount will also be subject to your agreement to enter into a full release and waiver of any and all claims against the Board, the UA, the Razorback Foundation, and their respective trustees, directors, officers, representatives and employees arising from or relating to

the UA's termination of your employment for convenience or any aspect of your employment, and indemnify the UA for any violation of any law, bylaw, rule, regulation, or policy that is determined upon final adjudication and after exhaustion of all applicable appeals and process to be directly attributable to you. The UA shall have the right to include its standard release and waiver language in the Agreement and will provide you with an example of such release and waiver language upon your request. Further, the Agreement will include the recognition of the UA's suit immunity and governing law, venue and jurisdiction in the State of Arkansas.

OTHER PROVISIONS. The Agreement will also include the standard terms and conditions customarily utilized in the UA's coaching contracts and will be subject to the Board's and the UA's policies. Among the standard terms and conditions, the Agreement will provide the following:

- Outside employment and compensation will be permitted contingent upon prior written approval and consistent with state law and the Board's and UA's policies and reporting requirements. You will be required to complete on an annual basis (or more frequently as needed) a report on all outside income earned and a report on potential conflicts of interest consistent with applicable NCAA Bylaws and UA and Board policies.
- The UA's standard termination for cause provision, available for your review, which is consistent with the policies and prior practices of the UA and the Board, NCAA and SEC rules and regulations, state and federal law and obligations, and similar agreements for NCAA Division 1, intercollegiate head football coaches at other high-level institutions. It includes without limitation, the UA's right to terminate for cause based on any conduct, as solely determined by the UA, which is clearly contrary to the character and responsibilities of a person occupying the position of Head Football Coach or which might negatively or adversely affect the reputation of the UA or its athletics programs in a material way.
- You will be obligated to cooperate fully and completely and will be responsible for all personnel who report, directly or indirectly to you consistent with NCAA Bylaw 11.1.1.1, to cooperate fully and completely, with any process, hearing, adjudication, appeal or investigation of any alleged violation of UA policy, federal or state law, NCAA or SEC bylaws, rule or regulations, or any of the provisions enumerated in the Agreement, whether conducted by law enforcement officials, the UA, NCAA, or SEC.
- A provision that no increases to Annual Compensation, payment of Incentive Compensation, or term extensions will be awarded in any given year where any of the following circumstances occur, regardless of whether any other contingencies have already been met: (a) Level I or II NCAA violations attributable to you or for which you are directly responsible; (b) UA is on probation for any NCAA violations attributable to you or for which you are responsible; (c) you voluntarily resign from your UA employment; (d) you are placed on leave, suspended, or disciplined for a violation of UA policy or applicable law; (e) you are terminated from your employment for cause; (f) you fail to timely report any alleged NCAA or Title IX violations; or (g) you have been notified by the UA that you are in breach of your Agreement. If alleged significant NCAA violations against you, your staff, or anyone acting on your behalf are under investigation, then Incentive Compensation, Annual Compensation increases, and extensions of the Term may be withheld by the UA pending the outcome of the matter.

- You will not be entitled to receive any amounts under the Agreement if termination arises as a result of your voluntary resignation; your incapacity; your willful failure to perform your duties; or by the UA's termination for cause.
- Your agreement to notify me prior to you or anyone one on your behalf engaging in negotiations with any prospective employer in the event other employment is presented to you during the Term.
- Your agreement not to accept employment in any coaching capacity with any other SEC institution prior to the expiration date of the Term and any extensions of the Term. In the event the UA terminates the Agreement for its convenience, the covenant not to compete shall not apply. The Agreement will also include a provision that you and/or any individual or entity acting on your behalf, will not contact or otherwise seek to recruit any prospective student-athlete previously contacted or recruited by the UA or its employees for a period of one (1) year after the Agreement is terminated, unless your new employing institution previously recruited or contacted such student-athlete. In the event the UA terminates the Agreement for its convenience, this provision shall not apply.
- The UA will have an exclusive license to use your name, image, and likeness for the duration of the Agreement to support and promote the Program, the UA, and the Athletic Department. You will be required to be bound by and cooperate with the UA in fulfilling the terms and conditions of any existing or future Athletic Department related agreements.
- In the event that you decide to terminate the Agreement for convenience, you will be required to pay the UA liquidated damages consistent with the following schedule:

| YEAR | AMOUNT |
|---|-------------|
| Effective Date – December 1, 2021 | \$6,000,000 |
| December 2, 2021 – December 1, 2022 | \$3,000,000 |
| December 2, 2022 through the ending date of the Term and any earned extensions. | \$1,500,000 |

These amounts are non-cumulative and payable in full, without proration, to the UA within thirty (30) days of the date of termination of the Agreement. You agree that the UA will commit substantial financial resources to the success of the Program and that if you terminate this Agreement to accept other employment as set forth in this letter, the UA will suffer damages the amount, nature, and extent of which is difficult to determine, including all tangible and intangible detriment to the Program. Accordingly, we agree that the amount of liquidated damages to be paid to the UA was negotiated at arm's length by the parties with the assistance of an agent and/or counsel and is a fair, reasonable, and not a penalty.

- You will be solely responsible for all tax liability, reporting, record keeping, consequences and payments, if any, which are determined to be required or owed (including any related penalties and interest) to any taxing authority as a result of any payments, and agree that neither the UA nor its officials has made any representations regarding the tax treatment of any payment or benefit. The UA shall withhold all applicable taxes on the cost of any payments or benefits as required by law.

- You represent that your acceptance of the position of Head Football Coach and your performance of the duties of this position will not violate any other contract or obligation to any other party, and agree to indemnify and hold harmless the UA and its respective trustees, officials, employees, and agents from and against any and all claims whatsoever that your current or former employers or any third parties have, might have, or might assert against the UA and its trustees, officials and employees, including all costs, interest, and attorneys' fees.
- You agree that a copy of this letter and a final copy of the Agreement, any amendments or changes, can be released to the public without additional notice, consent or request.

The UA will use its best efforts to draft and execute the Agreement with you within ninety (90) calendar days of your start date. The Agreement will constitute a final binding contract between the parties upon your completion of a full and satisfactory background check and the written approval of the President pursuant to Board Policy 300.1. By signing this letter, you acknowledge and agree that neither the UA nor anyone acting on its behalf has made, and is not making, and you have not relied upon, any representations, promises, or inducements except as I have expressly stated in this letter, and that the governing law, place of execution and sole jurisdiction for this offer, as well as for the Agreement and any amendments, shall be the State of Arkansas.

We are excited to present this offer for you to serve as the Head Football Coach of the Arkansas Razorbacks. We believe that you will build and develop a nationally competitive football program. To that end, we expect that you will lead the Program, both athletically and academically, to a level of excellence and sustained national success at the highest levels with integrity, pride, and consistent with the winning tradition of the Arkansas Razorbacks.

Please indicate your review, acknowledgement, and acceptance of the position based on the foregoing terms and conditions of this offer letter by signing your name and dating in the space provided below.

Sincerely,


Hunter Yurachek
Vice Chancellor and Director of Athletics

AGREED TO AND ACCEPTED:


12/8/2019
DATE

cc: Dr. Joseph E. Steinmetz, UA Chancellor
Dr. Donald R. Bobbitt, UA System President
Matt McCoy, Senior Associate General Counsel for Athletics

EXHIBIT A—INCENTIVE COMPENSATION

In addition to Annual Compensation, each year of the Term you will be eligible to receive a one-time, annual payment for the annual performance Incentive Compensation described below for the following athletic and academic achievement categories, subject to all applicable state and federal tax reporting and withholding requirements. However, you will not be eligible for incentive compensation based on academic achievement until the 2020-2021 academic year. Incentive Compensation may be earned for the SEC Program Achievement Category, and for the NCAA Program Achievement Category, and for the Individual Achievement Category. However, Incentive Compensation for the NCAA Program Achievement Category and Academic Achievement Category is non-cumulative. In any one year of the Term, you will only be eligible to receive a sum equal to the highest applicable incentive payment for the listed achievements within each category listed.

ACHIEVEMENT CATEGORY

INCENTIVE PAYMENT

NCAA Program Achievement Category

- | | |
|---|--------------------|
| ▪ Win CFP Championship Game | \$1,000,000 |
| ▪ Appear in CFP Championship Game | \$ 500,000 |
| ▪ Appear in College Football Playoff Bowl Game (includes Rose, Fiesta, Peach, Sugar, Cotton, Orange) | \$ 200,000 |
| ▪ Appear in Tier 2 Bowl Game | \$ 150,000 |
| ▪ Appear in Tier 3 Bowl Game | \$ 100,000 |

SEC Program Achievement Category

- | | |
|-----------------------------------|-------------------|
| ▪ Win SEC Championship Game | \$ 250,000 |
| ▪ Appear in SEC Championship Game | \$ 100,000 |

Individual Achievement Category

- | | |
|----------------------------|------------------|
| ▪ SEC Coach of the Year* | \$ 25,000 |
| ▪ NCAA Coach of the Year** | \$ 50,000 |

Incentive Compensation for the Individual Achievement Category will be awarded on a cumulative basis. *The SEC Coach of the Year will be awarded based on the selection of this award by the SEC. **The NCAA Coach of the Year will be awarded based on the selection of this honor by an organization mutually agreed upon the parties.

Academic Achievement Category

- | | |
|---|------------------|
| ▪ Graduate 90% or more of student-athletes in same academic year (or earlier) in which they exhaust their athletic eligibility. | \$ 25,000 |
| ▪ Graduate 80% to 89% of student-athletes in same academic year (or earlier) in which they exhaust their athletic eligibility. | \$ 12,500 |