

ARKANSAS

ATHLETICS

February 3, 2015

Dear Coach Bielema:

I am pleased to offer you an extension of your employment agreement as the Head Football Coach at the University of Arkansas, Fayetteville. This Offer Letter sets forth the material terms of the University's offer to you that will be incorporated into a formal amendment to your employment agreement. By copy of this letter, we are requesting the Office of General Counsel to prepare the amendment to your employment agreement consistent with the terms of this offer to extend your employment agreement.

Additionally, the Razorback Foundation, Inc., an independent and private 501(c)(3) corporation dedicated to helping provide financial support for Razorback Athletics, will undertake certain obligations set forth in this letter and will act as a third-party guarantor to secure the value of certain compensation as outlined in this letter in a guaranty agreement with you.

In summary, the extension being offered to you averages out to Four Million Two Hundred Fifty Thousand and No/100 Dollars (\$4,250,000.00) over the six (6) years included in the new Term (as defined below). The material terms of this offer to extend your employment agreement are summarized as follows.

- **TERM:** The term of the employment agreement will be extended through December 31, 2020 (the "Term").
- **COMPENSATION:** Your total Annual Compensation as Head Football Coach of the University of Arkansas, Fayetteville shall include compensation paid through the University ("University Salary") of Three Million Two Hundred Fifty Thousand and No/100 Dollars (\$3,250,000.00) for the first year of the amended agreement. Your University Compensation shall increase by One Hundred Thousand and No/100 Dollars (\$100,000.00) effective January 1st of each year through the term of the amended agreement (the initial increase of \$100,000 for 2015 will be prorated from the date you sign this letter). Your total Annual Compensation shall also include compensation paid through the Razorback Foundation for speaking engagements ("Services Agreement") of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (again this amount will be prorated for 2015 based upon the date you sign this letter). In addition, you shall be eligible for retention payments ("Retention Payments") each year of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00). The Retention Payments shall be made in two equal payments on February 15th and August 15th of each contract year.

Your total Annual Compensation from the University and Razorback Foundation shall be as follows.

Year 1	\$4,000,000.00
Year 2	\$4,100,000.00
Year 3	\$4,200,000.00
Year 4	\$4,300,000.00
Year 5	\$4,400,000.00
Year 6	\$4,500,000.00



UNIVERSITY OF ARKANSAS DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

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Consistent with your existing Employment Agreement, all compensation by the University over the line-item maximum for your position shall be paid from private funds and subject to the approval of the Board of Trustees.

- **THIRD-PARTY GUARANTOR:** In the event the University terminates your employment for convenience and, subject to your continued affirmative duty of mitigation, the amendment to your employment agreement with the University will include a provision that the Razorback Foundation will be responsible to pay you consistent with the following schedule:

YEAR	AMOUNT
Effective Date – Dec. 31, 2015	\$15,400,000.00
Jan. 1, 2016 – Dec. 31, 2016	\$15,400,000.00
Jan. 1, 2017 – Dec. 31, 2017	\$15,400,000.00
Jan. 1, 2018 – Dec. 31, 2018	\$11,700,000.00
Jan. 1, 2019 – Dec. 31, 2019	\$ 7,900,000.00
Jan. 1, 2020 – Dec. 31, 2020	\$ 4,000,000.00

These amounts are non-cumulative and any partial years shall be prorated. All other terms of the current Guaranty Agreement shall remain the same.

- In the event that you choose to terminate your employment agreement for convenience at any time during its Term or any extensions thereto, you will be responsible to pay liquidated damages to the University consistent with the following schedule:

YEAR	AMOUNT
Effective Date – Dec. 31, 2015	\$4,000,000.00
Jan. 1, 2016 – Dec. 31, 2016	\$3,000,000.00
Jan. 1, 2017 – Dec. 31, 2017	\$2,000,000.00
Jan. 1, 2018 – Dec. 31, 2018	\$1,000,000.00
Jan. 1, 2019 – Dec. 31, 2019	\$500,000.00
Jan. 1, 2020 – Dec. 31, 2020	\$250,000.00

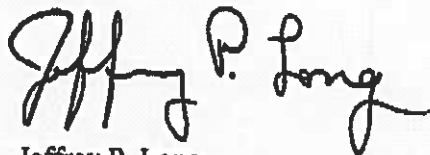
These amounts are non-cumulative and any partial years shall be prorated. All other terms of the current agreement shall remain the same.

- The amendment to your employment agreement shall include an extension of the covenant not to compete that shall cover all current SEC institutions through December 31, 2020.

As stated, the foregoing terms and conditions shall be incorporated into an amendment to your formal employment agreement. This Offer Letter reflects the essential terms of the amendment to your employment agreement. All other terms of the current agreement shall remain the same. This Offer Letter is subject to the policies of the Board of Trustees and Arkansas law.

We are excited to present this offer to extend the term of your agreement and to increase your compensation as the Head Football Coach of the Arkansas Razorbacks at the University of Arkansas. We believe that you will continue building on the academic and competitive success that is being developed within our football program. Please indicate your acceptance of this offer to extend your agreement as Head Football Coach by signing your name in the space provided below. I believe it is in everyone's best interest if you sign and return this document on or before the close of business (5 p.m.) on Tuesday, February 10, 2015.

Sincerely,



Jeffrey P. Long
Vice Chancellor
Director of Athletics

AGREED TO AND ACCEPTED:



Bret Bielema

Date: February 10, 2015

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

EXHIBIT A

ATHLETIC ACHIEVEMENT INCENTIVES

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

<u>ATHLETIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
Appear in SEC Championship Game	\$100,000.00
Win SEC Championship Game	\$150,000.00
Win National Championship Game	\$450,000.00++
Appear in National Championship Game	\$300,000.00++
Appear in Semifinal Playoff Game	\$200,000.00++
Appear in College Football Playoff Bowl Game (includes Rose, Fiesta, Peach, Sugar, Cotton, Orange)	\$150,000.00++
Appear in Citrus Bowl Game	\$100,000.00
Appear in any other Bowl Game	\$50,000.00
Coach of the Year in the SEC	\$50,000.00
Coach of the Year Nationally	\$50,000.00##

++These incentive payments are non-cumulative. In the event that you and the football team appear in a Semifinal Playoff Game, you shall receive an incentive payment of \$200,000.00. In the event that you and the football team appear in a Semifinal Playoff Game and advance to appear in the National Championship Game, you shall receive an incentive payment of \$300,000.00. In the event that you and the football team appear in a Semifinal Playoff Game, advance to appear in the National Championship Game and win the National Championship Game, you shall receive an incentive payment of \$450,000.00. Accordingly, you will receive the highest applicable incentive for the corresponding athletic achievement.

##As awarded by an organization determined by the University.

As applicable, certain incentive payments will be paid cumulatively. For example, if Coach and the football team advance to and win the SEC Championship Game, advance to and win the National Championship Game, and Coach is named both the SEC Coach

of the Year and the National Coach of the Year, then coach will receive incentive payments for a cumulative total of \$800,000.00. This is the maximum amount that may be earned in a year for athletic achievements.

Any incentive payment due to you shall be paid within 30 days following the conclusion of the football season consistent with Athletic Department and University payment policies. In the event the University terminates Coach for any reason, the University shall pay Coach all earned, but yet unpaid, incentive compensation that accrued prior to the date of termination.

ACADEMIC ACHIEVEMENT INCENTIVES

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

<u>ACADEMIC ACHIEVEMENT</u>	<u>INCENTIVE PAYMENT</u>
<u>Academic Performance Rate (APR)</u>	
940	\$ 25,000.00
960	\$ 25,000.00
980	\$ 25,000.00
<u>990</u>	<u>\$ 25,000.00</u>
CUMULATIVE TOTAL	\$100,000.00
 <u>Graduation Success Rate (GSR)</u>	
60%	\$ 25,000.00
65%	\$ 25,000.00
70%	\$ 25,000.00
<u>75%</u>	<u>\$ 25,000.00</u>
CUMULATIVE TOTAL	\$100,000.00

Each of the foregoing amounts for each academic achievement shall be cumulative and shall be paid within 30 days following any such achievement(s) or consistent with the payment policies of the Department of Athletics and the University. The maximum amount that may be earned in a year for academic achievements is \$200,000.00. In the event the University terminates Coach for any reason, the University shall pay Coach all earned, but yet unpaid, incentive compensation that accrued prior to the date of termination.