



UNIVERSITY OF ARKANSAS

Office of the Chancellor

October 23, 2012

VIA PERSONAL DELIVERY

Mr. Jeff Long
FBAC 325
University of Arkansas

Dear Jeff:

As I shared with you during your annual evaluation earlier this year, I am very appreciative of your outstanding leadership of the Athletics Department, particularly during very challenging times, and your commitment to the University of Arkansas. I recognize that your strong leadership of our Athletic Department has attracted interest from other institutions and that the buy-out provision of your current Employment Agreement will end shortly after the conclusion of the current academic year.

In light of these facts and with support of President Don Bobbitt, I am pleased to propose the following modifications to your existing compensation package with the University. If the terms outlined in this letter are acceptable to you, please indicate your acceptance of them by signing your name in the space below, and I will ask the Office of General Counsel to prepare the necessary amendment to your current Employment Agreement and to request all necessary assistance from the Razorback Foundation.

- The term of your current Employment Agreement will be extended through June 30, 2017.
- Your annual University salary will be increased to \$500,000 effective July 1, 2012.
- The Special Achievement Incentives in your Employment Agreement will be increased to \$250,000 for achieving four out of seven of the identified performance objectives and \$187,500 for achieving three out of seven of the identified performance objectives. All other terms in the Special Achievement Incentives shall remain the same. The Extraordinary Achievement Incentives in your current Employment Agreement shall remain the same.
- I will request that the Razorback Foundation, Inc. enter into a personal services agreement (for speaking and/or other outside work as mutually agreed between you and the Razorback Foundation) with you at an annual rate

of \$250,000 to be paid quarterly for the duration of the term of your Employment Agreement.

- For the three-year period from 2013-2014 through 2015-2016, I will request that the Razorback Foundation enter into a mutually acceptable financial plan with you (in consultation with your financial advisors) at a rate of \$150,000 annually on the last day of each contract year (June 30) in your Employment Agreement (with the specified amounts being funded on June 30, 2014, June 30, 2015, and June 30, 2016). For the final year of your Employment Agreement in 2016-2017, I will request that the Razorback Foundation increase the final amount for the plan to \$200,000 to be funded on June 30, 2017. As an incentive to retain your services, you must be employed by the University on each specified date to receive the amount for that particular year. If you terminate the Employment Agreement for your convenience, you will not be eligible to receive the amount designated for that contract year or any subsequent years; however, if you are terminated by the University for its convenience, you will receive a prorated amount for that specific year based upon the effective date of the termination (but not any subsequent years). If you are terminated for cause, you will not be eligible to have the amount funded for that specific year or any subsequent years.
- In recognition of your outstanding performance and the additional duties you are performing this year, the University will make a one-time payment of \$50,000 to you prior to December 31, 2012.
- Your continued service as Vice Chancellor and Athletics Director is critical to ensure the strength and stability of all facets of our athletics program. Accordingly, your amended Employment Agreement will include the following liquidated damages provision in the event you leave prior to June 30, 2017. If you leave the University, you will be obligated to pay the University without any offsets or reductions:

2012-13 = \$1,000,000 (effective July 1, 2012)
2013-14 = \$1,000,000
2014-15 = \$500,000
2015-16 = \$250,000
2016-17 = \$100,000

These amounts are not cumulative and will be prorated consistent with your current Employment Agreement.

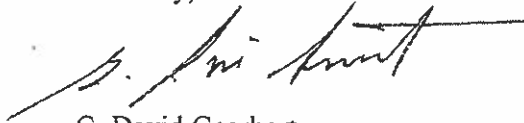
- In the event you are terminated for the convenience of the University, the University or its third-party guarantor shall pay you One Million Dollars per year for the remaining period of time on the term of your Employment Agreement (with any partial years prorated) in equal monthly installments on the last working day of each month (less all applicable state and federal tax

withholdings) subject to the duty of mitigation and the execution of a release of all claims against the University, the Razorback Foundation, and their respective directors, trustees, officials, representatives and employees (in their official and individual capacities). The University or its third-party guarantor shall not guarantee or pay you any sums beyond this amount.

As you well know, the Athletic Department is financially self-sustaining and does not receive any taxpayer funds or student fees, and all amounts required to be paid by the University as outlined in this letter and under your amended Employment Agreement will be subject to applicable law and the approval of the Board of Trustees for all sums over the line-item maximum. Additionally, your ongoing employment will be subject to the terms of your amended Employment Agreement, the policies of the University, and the policies of the Board of Trustees.

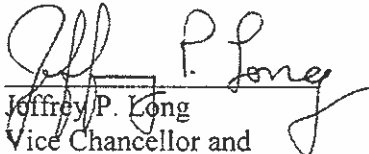
Thank you for your dedication and leadership in the Athletic Department and the University. Upon receiving your signature accepting these terms, I will direct the Office of General Counsel to prepare an amendment to your Employment Agreement. Please let me know if you have any questions.

Sincerely,



G. David Gearhart
Chancellor

Accepted and Approved:



Jeffrey P. Long
Vice Chancellor and
Athletics Director

Dated: October 23, 2012