

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is entered into by and between the Board of Trustees of the University of Arkansas ("University"), acting for the University of Arkansas, Fayetteville ("UAF"), and Joel Thomas ("Coach").

WITNESSETH

WHEREAS, the University and Coach entered into an Employment Agreement ("Employment Agreement") for the period beginning July 1, 2014, and ending June 30, 2015, subject to certain terms and conditions set forth therein; and

WHEREAS, the Athletic Department of the University is pleased to be only one of a handful of departments nationally that is self-supporting and does not rely upon appropriated tax dollars or student fees to operate, and the University will meet its obligations under this Agreement with the Athletic Department's self-generated revenues and private funds donated in support of the Athletic Department; and

WHEREAS, the University and Coach now mutually desire to enter into this First Amendment to modify the terms and conditions of the Employment Agreement consistent with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises herein set forth, the sufficiency of which is hereby acknowledged, the parties covenant and agree to amend the Employment Agreement as follows.

1. **Meaning of Terms.** Except as expressly modified by this First Amendment, all terms and conditions of the Employment Agreement shall remain the same as stated below in Section 6. Additionally, any capitalized terms in this First

Amendment shall be defined the same as those capitalized terms are set forth in the Employment Agreement (including the incorporated General Terms and Conditions).

2. Employment Period. Section 1 of the Employment Agreement is hereby amended by changing the ending date of the Employment Agreement to June 30, 2016.

All other text set forth in Section 1 of the Employment Agreement shall remain the same without modification.

3. Salary. Section 3 of the Employment Agreement is hereby amended by changing the amount of the University Salary from Two Hundred Forty Five Thousand and No/100 Dollars (\$245,000.00) to Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00) effective as of January 1, 2015. All other text set forth in Section 3 of the Employment Agreement shall remain the same without modification.

4. Tickets to UAF Athletic Events. Section 6 of the General Terms and Conditions to Employment Agreement is hereby deleted and amended by substituting the following in lieu thereof:

“The University shall provide Coach with eight (8) complimentary tickets for each home football game, and four (4) complimentary tickets for each home game for all other varsity sports. All complimentary tickets shall be provided and used in accordance with departmental and University policies.”

5. Termination Without Cause by Coach – Salary Repayment. The second paragraph of Section 15 of the General Terms and Conditions to Employment Agreement is hereby deleted and amended by substituting the following in lieu thereof:

“If Coach terminates this Employment Agreement to accept any other coaching position, except for a head coaching position or offensive coordinator position, at any time prior to the final day of the Term of this Agreement, then Coach shall be liable to the University for the re-payment of his previously earned University Salary in the amounts specified in the schedule below:

YEAR	AMOUNT
July 1, 2014 to February 15, 2016	\$50,000.00
February 16, 2016 to June 30, 2016	\$25,000.00

The foregoing amounts (the "Coach's Payment") shall be paid on a non-cumulative basis and shall be paid in full to the University no later than 90 days following the effective date of Coach's termination of this Agreement."

All other text set forth in Section 15 of the General Terms and Conditions to Employment Agreement, as amended by this First Amendment, shall remain the same without modification.

6. Construction of Amendment. Unless specifically modified or otherwise expressly amended by this First Amendment, all of the text, provisions, duties, obligations and rights of the parties set forth in the Employment Agreement and General Terms and Conditions to Employment Agreement shall remain the same. In the event of a conflict of terms between the Employment Agreement, the General Terms and Conditions to Employment Agreement, and this First Amendment, the terms of this First Amendment shall prevail.

7. Entire Agreement. The Employment Agreement, General Terms and Conditions to Employment Agreement, and this First Amendment to Employment Agreement contain the entire agreement between the parties and supersede any prior or contemporaneous agreements or representations, whether oral or written, between them. The Employment Agreement and General Terms and Conditions to Employment Agreement, as amended by this First Amendment, may not be modified or changed nor may the Term of the Employment Agreement, as amended by this First Amendment, be extended, except by a written instrument signed by both parties. Each party represents and warrants that it has not been influenced by any person or entity to enter into the

Employment Agreement, the General Terms and Conditions to Employment Agreement, or this First Amendment to Employment Agreement, nor relied upon any representations, warranties, or covenants of any person or entity except for those representations, warranties, and covenants set forth in the Employment Agreement, the General Terms and Conditions to Employment Agreement, or this First Amendment to Employment Agreement. Each party agrees: (a) that it will be unreasonable for either party to have or rely on any expectation not contained in the provisions of the Employment Agreement or General Terms and Conditions to Employment Agreement, as amended by this First Amendment to Employment Agreement; (b) that if either party has or develops an expectation contrary to or in addition to the provisions of the Employment Agreement and General Terms and Conditions to Employment Agreement, as amended by this First Amendment to Employment Agreement, such party shall have a duty to immediately give notice to the other party; and (c) that if either party fails to obtain an amendment to the Employment Agreement and General Terms and Conditions to Employment Agreement, as amended by this First Amendment to Employment Agreement, after having developed an expectation contrary to or in addition to the provisions of the Employment Agreement and General Terms and Conditions of Employment Agreement, as amended by this First Amendment to Employment Agreement, such failure will be an admission for evidentiary purposes in any litigation that the expectation was not reasonable and was not part of the final binding agreement between the University and Coach; provided, however, nothing contained in the Employment Agreement and General Terms and Conditions of Employment Agreement, as amended by this First Amendment, shall be deemed, construed or operate as a waiver of any immunities to suit available to the University, its

Trustees or any officers, representatives or employees. For clarity and avoidance of all doubt, the parties acknowledge and agree that the General Terms and Conditions were incorporated into the Employment Agreement as one agreement, and this First Amendment modifies the Employment Agreement (including the incorporated General Terms and Conditions) as expressly stated in this First Amendment.

8. Counterparts. This First Amendment to Employment Agreement may be executed concurrently in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This First Amendment shall become effective as of January 1, 2015, upon its execution by Coach and the President of the University, and signatures provided by PDF copy or by facsimile shall be valid and binding. The signatures of the Chancellor and Vice Chancellor and Director of Athletics signify their concurrence with this First Amendment and may also be exchanged via PDF copy or by facsimile and shall be valid.

IN WITNESS WHEREOF, the parties hereunto set their hands unto this First Amendment to Employment Agreement to be effective as of January 1, 2015.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS,
ACTING FOR THE UNIVERSITY OF
ARKANSAS, FAYETTEVILLE



Donald R. Bobbitt
President

Date: 1/9/15



Joel Thomas
Assistant Football Coach

Date: 1/9/15