

**FIRST AMENDMENT TO UNIVERSITY OF ARKANSAS
HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT**

This First Amendment (“First Amendment”) to the University of Arkansas Head Football Coach Employment Agreement (“Agreement”) is made by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS (“Board”), acting for the University of Arkansas, Department of Athletics (collectively, “UA”), and Sam Pittman (“Coach”).

WHEREAS, the UA and Coach entered into the Agreement for the period beginning on December 8, 2019 and ending on December 31, 2024, subject to certain terms and conditions set forth therein.

WHEREAS, Coach desires to voluntarily assist the UA Department of Athletics to remain self-supporting, operate in a fiscally responsible manner, to further the objective of competing successfully in the SEC and against major college competition on a national level, and to continue to provide the highest level of services and resources to all UA’s student-athletes, by agreeing to modify certain UA payment obligations to Coach.

WHEREAS, UA and Coach now mutually desire to enter into this First Amendment to modify the terms and conditions of the 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 Agreement as follows.

1. Meaning of Terms. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement shall remain the same. Additionally, any capitalized terms in this First Amendment shall be defined the same as those capitalized terms are set forth in the Agreement.

2. Salary and Compensation. The following paragraph shall be added to the Agreement as Section 2(d):

Coach’s monthly payment for Annual Salary and Other Compensation will be reduced to the amount of Two Hundred Thousand Two Hundred Twenty-Five and No/100 Dollars (\$225,000.00) per month from September 1, 2020 to June 30, 2021.

3. 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 Agreement shall remain the same. In the event of a conflict of terms between the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

4. Entire Agreement. The Agreement and this First Amendment contain the entire agreement between the Parties and supersede any prior or contemporaneous agreements or representations, whether oral or written, between them. The Agreement, as amended by this First


Amendment, may not be modified or changed nor may the Term of the Agreement, as amended by this First Amendment, be extended, except by a written instrument signed by both Parties. Each Party represents and warrants (a) that it has not been influenced by any person or entity to enter into the Agreement or this First Amendment, nor relied upon any representations, warranties, or covenants of any person or entity except for those representations, warranties, and covenants set forth in the Agreement or this First Amendment; (b) that it will be unreasonable for either Party to have or rely on any expectation not contained in the provisions of the Agreement and this First Amendment; (c) that if either Party has or develops an expectation contrary to or in addition to the provisions of the Agreement and this First Amendment, such Party shall have a duty to immediately give notice to the other Party; (d) that valid consideration has been received by both Parties in exchange for their acceptance of the terms and conditions contained in this First Amendment; and (e) that if either Party fails to obtain an amendment to the Agreement, as amended by this First Amendment, after having developed an expectation contrary to or in addition to the provisions of the Agreement, as amended by this First Amendment, 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 UA and Coach; provided, however, nothing contained in the Agreement or this First Amendment shall be deemed, construed or operate as a waiver of any immunities to suit available to the UA, its Trustees or any officers, representatives or employees.


5. Counterparts. This First Amendment 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, and all signatures provided by PDF copy or by facsimile shall be valid and binding.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of August 31, 2020.


BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, acting
for the UNIVERSITY OF ARKANSAS,
DEPARTMENT OF ATHLETICS

HEAD FOOTBALL COACH

By: 
DR. DONALD R. BOBBITT
President, University of Arkansas System

By: 
SAM PITTMAN

By: 
DR. JOSEPH E. STEINMETZ
Chancellor, University of Arkansas

By: 
HUNTER YURACHEK
Vice Chancellor and
Director of Athletics, University of Arkansas