AMENDMENT TO EMPLOYMENT CONTRACT

This Amendment to Employment Contract is made and entered into on this 16th day of August, 2013, by and between the University of Kentucky ("University") and Mitchell Barnhart ("AD").

WITNESSETH:

WHEREAS, on or about January 1, 2011, University and AD entered into an Employment Contract ("Contract"), in which University employed AD as the Director of Athletics for the University of Kentucky; and

WHEREAS, on or about June 22, 2011, University and AD entered into an Amended Employment Contract ("June 2011 Amendment,") in which Section 6 of the Contract was amended; and

WHEREAS, the parties hereto desire to further amend certain terms of the Contract.

NOW, THEREFORE, the parties mutually agree as follows:

A. AD acknowledges receipt of all benefits due him under Section 5 of the Contract prior to its amendment herein, through June 30, 2013.

B. For purposes of this Amendment, the term "Contract year" shall be the University fiscal year commencing on July 1st of one calendar year and ending on June 30th of the following calendar year.

C. Section 5 of the Contract is hereby replaced in its entirety to read add as follows:

"5. Compensation. In consideration of AD's services hereunder, the University shall pay AD as follows:

a. Base Compensation. Commencing July 1, 2013, the University shall pay AD the following:

(1) Base Salary. Commencing July 1, 2013, for each Contract year through the end of the term of the Contract, the University shall pay AD a base salary consisting of an annual salary ("annual salary"), as further set forth below, plus an additional amount of One Hundred Fifty Thousand Dollars ($150,000.00) being paid in consideration of AD's participation in University of Kentucky sports radio and television programs and other athletic endorsement programs ("participation salary"). The aggregate of the annual salary and the participation salary shall be referred to as the "base salary" in this Contract. Said base salary shall be payable in monthly installments in accordance with applicable University payroll policies.

(a) For the Contract year commencing July 1, 2013, and ending June 30, 2014, the base salary shall consist of an annual salary of Four Hundred Eighty Thousand Dollars ($480,000.00) per contract year, plus the participation salary of One Hundred Fifty Thousand Dollars ($150,000.00), for a total of Six Hundred Thirty Thousand Dollars ($630,000.00).

(b) For the Contract year commencing July 1, 2014, and ending June 30, 2015, the base salary shall consist of an annual salary of Five Hundred Ten Thousand Dollars ($510,000.00), plus the participation salary of One Hundred Fifty Thousand Dollars ($150,000.00), for a total of Six Hundred Sixty Thousand Dollars ($660,000.00).

(c) For the Contract year commencing July 1, 2015, and ending June 30, 2016, the base salary shall consist of an annual salary of Five Hundred Forty-Five Thousand Dollars ($545,000.00), plus the participation salary of One Hundred

Fifty Thousand Dollars ($150,000.00), for a total of Six Hundred Ninety-Five Thousand Dollars ($695,000.00).

(d) For the Contract year commencing July 1, 2016, and ending June 30, 2017, the base salary shall consist of an annual salary of Five Hundred Eighty Thousand Dollars ($580,000.00), plus the participation salary of One Hundred Fifty Thousand Dollars ($150,000.00), for a total of Seven Hundred Thirty Thousand Dollars ($730,000.00).

(e) For the Contract year commencing July 1, 2017, and ending June 30, 2018, the base salary shall consist of an annual salary of Six Hundred Fifteen Thousand Dollars ($615,000.00), plus the participation salary of One Hundred Fifty Thousand Dollars ($150,000.00), for a total of Seven Hundred Sixty-Five Thousand Dollars ($765,000.00).

(f) For the Contract year commencing July 1, 2018, the base salary shall consist of an annual salary of Six Hundred Fifty Thousand Dollars ($650,000.00), plus the participation salary of One Hundred Fifty Thousand Dollars ($150,000.00), for a total of Eight Hundred Thousand Dollars ($800,000.00).

(2) Deferred Compensation. So long as AD is employed as Athletics Director on June 30th of each Contract year during the Contract term, University shall contribute One Hundred Twenty-Five Thousand Dollars ($125,000.00) for said Contract year to excess retirement benefit plans under the Internal Revenue Code for AD's benefit. AD's benefits under said plans shall vest according to the documents governing said plans.

(3) Retention Compensation. So long as AD is employed as Athletics Director on June 30th of each Contract year, AD shall be entitled to the payment of a retention

incentive in the amount of Fifty-Thousand Dollars ($50,000.00) for said Contract year. It is agreed and understood that this compensation is earned on June 30th of each Contract year and shall be due and payable on the July 31st (or other designated pay date for the July payroll period) following the end of the Contract Year. AD shall have no vested rights in any portion of these funds until June 30th of the Contract year in which the funds are earned.

b. Incentive Compensation. Incentive Compensation is subject to the usual payroll deductions, but shall not be subject to the University's retirement plan matching contribution.

Incentives shall not be paid in any given year where significant NCAA violations have occurred in any sport which would, otherwise, cause AD to earn the incentive or if the University is on probation for violations occurring in said sport during AD's tenure. AD shall remain eligible to receive all other incentive payments not directly related to the particular sport in question.

(1) University Strategic Objective Goals. The President will evaluate AD's performance of his job duties and responsibilities periodically. On June 30th of each Contract Year the University will pay AD an incentive relating to the accomplishment of defined goals related to the strategic objectives to be obtained in that year, established with the AD and the President's mutual agreement at the beginning of the Contract Year. This other incentive, if achieved, shall be in the amount of Fifty Thousand Dollars ($50,000.00).

(2) Academics – Grade Point Average.

(i) For any fall or spring semester in which ten (10) or more of the University's athletic teams have a grade point average ("GPA") of 3.0 or greater (as reported by the Office of Institutional Research), AD will, in addition to his base salary for that year, receive a GPA academic incentive of Two Thousand Five Hundred Dollars ($2,500.00), for said semester.

(ii) For any fall or spring semester in which fifteen (15) or more of the University's athletic teams have a GPA of 3.0 or greater (as reported by the Office of Institutional Research), AD will, in addition to his base salary for that year, receive a GPA academic incentive of Seven Thousand Five Hundred Dollars ($7,500.00), for said semester.

(iii) For any fall or spring semester in which all of the University's athletic teams have a GPA of 3.0 or greater (as reported by the Office of Institutional Research), AD will, in addition to his base salary for that year, receive a GPA academic incentive of Twelve Thousand Five Hundred Dollars ($12,500.00), per applicable semester.

These incentives, if achieved, shall not exceed Twenty-Five Thousand Dollars ($25,000.00) in any one fiscal year. Said incentives shall be payable in the first payroll period immediately following the determination of the athletic teams' GPAs.

(3) Academics – NCAA Academic Progress Report.

(i) For any Contract year in which all of the University's athletic teams have an Academic Progress Report ("APR") of 930 or greater (as reported by the NCAA), AD will, in addition to his base salary for that year, receive an APR academic incentive of Five Thousand Dollars ($5,000.00).

(ii) For any Contract year in which ten (10) or more of the University's athletic teams have an APR of 950 or greater (as reported by the NCAA), AD will, in addition to his base salary for that year, receive an APR academic incentive of Ten Thousand Dollars ($10,000.00).

(iii) For any Contract year in which seven (7) or more of the University's athletic teams have an APR of 960 or greater (as reported by the NCAA), AD will, in addition to his base salary for that year, receive an APR academic incentive of Ten Thousand Dollars ($10,000.00).

These incentives may be earned individually and cumulatively and if all are, achieved, shall not exceed Twenty-Five Thousand Dollars ($25,000) in any one fiscal year. Said incentives shall be payable in the first payroll period immediately following the NCAA's determination of the athletic teams' APRs.

(4) NACDA Director's Cup Competition.

(i) For any Contract year in which the University places in the Top 30 in the National Association of Collegiate Directors of Athletics ("NACDA") Directors' Cup final standings, AD will, in addition to his base salary for that year, receive a Director's Cup incentive of Twenty Thousand Dollars ($20,000.00).

(ii) For any Contract year in which the University places in the Top 25 in the NACDA Director's Cup final standings, AD will, in addition to his base salary for that year, receive a Director's Cup incentive of Thirty Thousand Dollars ($30,000.00).

(iii) For any Contract year in which the University places in the Top 20 in the NACDA Director's Cup final standings, AD will, in addition to his base salary for that year, receive Director's Cup incentive of Forty Thousand Dollars ($40,000.00).

(iv) For any Contract year in which the University places in the Top 10 in the NACDA Director's Cup final standings, AD will, in addition to his base salary for that year, receive Director's Cup incentive of Eighty Thousand Dollars ($80,000.00).

(v) For any Contract year in which the University places in the Top 5 in the NACDA Director's Cup final standings, AD will, in addition to his base salary for that year, receive Director's Cup incentive of One Hundred Thousand Dollars ($100,000.00).

(vi) For any Contract year in which the University places First in the NACDA Director's Cup final standings, AD will, in addition to his base salary for that year, receive Director's Cup incentive of Two Hundred Thousand Dollars ($200,000.00).

These incentives, if achieved, shall not exceed Two Hundred Thousand Dollars ($200,000.00) in any one fiscal year. Said incentives are not cumulative; the highest amount shall be paid and shall be payable in the first payroll period immediately following the determination of the Director's Cup final standings.

c. Outside Activities.

(1) AD shall not have the opportunity to earn athletically related outside income or benefits as a result of being the Director of Athletics. In no event shall AD solicit, accept, or receive directly or indirectly any personal monies, benefit, or any other gratuity (hereinafter "gifts") from any person, business, or entity that does business with the Athletics Department.

(2) With prior written approval of the President of the University, AD may participate in non-University related, non-athletically-related outside business activities conducted off campus directly or through business enterprises owned by AD. Prior approval is not required for personal investing in passive instruments or publicly traded companies.

Such outside activities shall not include commercial endorsements, radio and television programs, media events, public appearances, commercial advertisements, films or videotapes, and other similar enterprises in any and all media wherein AD participates as a paid principal or appearances or participation for pay in athletic sports camps or clinics. It is understood that the University has entered into certain exclusive broadcasting and endorsement agreements, including:

(a) an exclusive multimedia broadcasting rights agreement which includes radio, television, social media and any other media currently existing or which is subsequently developed and all endorsement of any type or nature;

(b) an agreement with a supplier of athletics footwear;

(c) apparel and equipment; and,

(d) a comprehensive digital media rights agreement. (All such now existing and future agreements collectively are referred to as the "University Agreements.")

d. Gifts. AD shall report annually to the President any gifts totaling greater than Two Hundred Fifty Dollars ($250.00) in any calendar year and shall not accept any gifts totaling greater than One Thousand Dollars ($1,000.00) from a "representative of athletics interests" as that term is defined in NCAA Bylaw 13.02.14. The President may authorize exceptions to these prohibitions where such exemptions would not create an appearance of impropriety. Small gifts received during holiday seasons by AD shall be shared with all employees of the Athletics Department or donated to charity."

D. Section 6.c of the Contract is hereby amended to read as follows:

"c. Benefits. During the term of this Contract, the University agrees to continue to offer AD and his eligible dependents, the standard employee benefits offered to the University administrative staff. Standard benefits include, but are not limited to the health plan, life insurance, dental insurance, accidental death and dismemberment insurance and long-term disability. The base salary as provided in ***Paragraph 5(a)(1)*** shall determine benefits that are based upon salary."

E. The first paragraph of Section 8.b of the Contract is hereby amended to read as follows:

"b. Termination for Cause. The University shall have the right to terminate this Contract for cause prior to its expiration. The term "for cause" shall include, in addition to any other grounds set forth in University rules not inconsistent with the terms and intent of this Contract, any of the following:"

F. Section 8.b(iv) and (v) of the Contract are hereby amended to read as follows:

(iv) A finding or determination by the NCAA or the SEC of a ***Level I or II violation***, as defined by NCAA Division I Bylaws, or any other severe or significant breach of conduct by members of any University coaching staff, alumni, booster club members, or student-athletes, which is permitted, encouraged, or condoned by AD, or about which violation AD knew or reasonably should have known and failed to act to prevent, limit, or mitigate

(v) Failure by the AD to promptly report to the President of the University and the AAD any violation known to AD or information AD has received that a ***Level I or II violation*** may have occurred;

G. The first paragraph of Section 8.f of the Contract is hereby amended to read as follows:

"f. Liquidated Damages. If the University terminates this Contract without cause prior to its expiration in accordance with the provisions of Paragraph 8(e), the University shall pay, and AD agrees to accept the following: (i) ***the then current base salary as provided in Paragraph 5(a)(1)***, to be paid on a monthly basis for the time remaining in the Contract; and (ii) the amounts which would otherwise be paid to AD under Paragraph 5(a)(3) if AD remained employed with University through the entire Contract term, payable in the manner set forth in said Paragraph 5(a)(3). If AD is terminated without cause prior to June 30, 2016, AD agrees to accept an additional payment of Seven Hundred Fifty Thousand Dollars ($750,000.00) payable in accordance with applicable University payroll policies. If AD is terminated on or after June 30, 2016, AD agrees to accept an additional payment of Three Hundred Seventy-Five Dollars ($375,000.00), payable in accordance with applicable University payroll policies."

H. Section 8.i(ii) of the Contract is hereby amended to read as follows:

"(ii) In the event of the commencement, filing, or delivery of any notice of formal inquiry or charge or in the event of a preliminary finding by NCAA, or SEC, or any commission, committee, council or tribunal of the same, alleging or finding one or more major, ***Level I or II,*** significant, or repetitive violations by AD personally of any athletic rule, or such violations by other persons about which violations AD knew or reasonably should have known, and failed to act to prevent, limit, or mitigate."

I. All other terms and conditions of the Contract not expressly amended herein remain in full force and effect and are hereby ratified and reaffirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Employment Contract effective as of the 16th day of August, 2013.

UNIVERSITY OF KENTUCKY

By: Eli Capilouto
Eli Capilouto, President

Date: ______________

UNIVERSITY OF KENTUCKY

By: Mitch Barnhart
Mitchell Barnhart, Athletics Director

Date: 8-15-13

EXAMINED FOR FORM & LEGALITY
OFFICE OF LEGAL COUNSEL
UNIVERSITY OF KENTUCKY
BY: William E. Thro
ATTORNEY AT LAW