

THIRD AMENDMENT  
TO RESTATED CONTRACT FOR EMPLOYMENT

This THIRD AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT ("Third Amendment") is entered into and made effective as of this 5<sup>th</sup> day of March, 2014, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri ("University") and GARY R. PINKEL, an individual ("Employee"). The University and Employee shall be collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, the University and the Employee entered into that certain Restated Contract for Employment dated November 25, 2008 (as amended by that certain First Amendment to Restated Contract for Employment dated as of April 6, 2011, and as further amended by that certain letter dated June 30, 2012, the "Agreement"); and

WHEREAS, the University and the Employee now desire to amend the Agreement by changing certain of its provisions as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements of the Parties hereinafter set forth, it is hereby agreed that the Agreement shall be and the same hereby is amended as follows:

1. Paragraph 1 is hereby deleted in its entirety and the following is inserted in its place:

"Term. The term of this Contract for Employment shall commence on January 1, 2009, and end on December 31, 2020."

2. The first sentence of Paragraph 3 is hereby deleted in its entirety and the following is inserted in its place:

"For the period January 1, 2009, to December 31, 2020, the University shall pay to the Employee salary on an annualized basis of Three Hundred Fifty Thousand Dollars (\$350,000.00) (hereinafter referred to as "annual salary")."

All other sentences in Paragraph 3 remain intact and unchanged.

3. The first and second sentences of Subparagraph 4A are hereby deleted in their entirety and the following are inserted in their place:

“University agrees to pay to the Employee the amount of Six Hundred Seventeen Thousand Five Hundred Dollars (\$617,500.00) during each year of this contract beginning on January 1, 2014 to December 31, 2014, it being understood that in exchange for such payment the Employee relinquishes all of his rights to receive any monies or consideration of any kind whatsoever, from any manufacturer, distributor, retailer, or seller of athletic shoes, apparel or equipment, and the Employee assigns all said rights to the University. This amount will be increased by Twenty Five Thousand Dollars (\$25,000.00) in each subsequent year of this contract.”

All other sentences in Subparagraph 4A remain intact and unchanged.

4. The first sentence of Subparagraph 4B is hereby deleted in its entirety and the following is inserted in its place:

“University agrees to pay to the Employee the amount of Six Hundred Seventeen Thousand Five Hundred Dollars (\$617,500.00) during each year of this contract beginning on January 1, 2014 to December 31, 2014, it being understood that in exchange for such payment the Employee relinquishes all of his rights to receive income or payments of any kind whatsoever, directly or indirectly, from any source other than the University in exchange for his appearance or participation in television shows, live or taped, and the Employee assigns all said rights to the University.”

Further, the fifth sentence of Subparagraph 4B is hereby deleted in its entirety and the following is inserted in its place:

“This amount will be increased by Twenty Five Thousand Dollars (\$25,000.00) in each subsequent year of this contract.”

All other sentences in Subparagraph 4B remain intact and unchanged.

5. The first sentence of Subparagraph 4C is hereby deleted in its entirety and the following is inserted in its place:

“University agrees to pay to the Employee the amount of Six Hundred Seventeen Thousand Five Hundred Dollars (\$617,500.00) during each year of this contract

beginning on January 1, 2014 to December 31, 2014, it being understood that in exchange for such payment the Employee relinquishes all of his rights to receive income or payments of any kind whatsoever, directly or indirectly, from any source in exchange for his appearance or participation in radio shows, live or taped, and the Employee assigns all said rights to the University.”

Further, the fourth sentence of Subparagraph 4C is hereby deleted in its entirety and the following is inserted in its place:

“This amount will be increased by Twenty Five Thousand Dollars (\$25,000.00) in each subsequent year of this contract.”

All other sentences in Subparagraph 4C remain intact and unchanged.

6. The fifth and sixth sentences of Subparagraph 4E are hereby deleted in their entirety and the following are inserted in its place:

“The University will pay to the Employee the sum of Six Hundred Seventeen Thousand Five Hundred Dollars (\$617,500.00) during each year of this contract beginning on January 1, 2014 to December 31, 2014, for the performance of services under this paragraph, payable in two (2) semi-annual installments on March 31 and September 1 of each year of this Contract for Employment. This amount will be increased by Twenty Five Thousand Dollars (\$25,000.00) in each subsequent year of this contract.”

All other sentences in Subparagraph 4E remain intact and unchanged.

7. Subparagraphs 4I through 4M, inclusive, and Subparagraphs 4O through 4Q, inclusive, are hereby deleted in their entirety, and the following is inserted in place of Subparagraph 4I:

“University agrees to pay the Employee extra compensation upon reaching certain benchmarks and in such amounts as set forth in Exhibit A hereto.”

8. Subparagraph 4N is hereby renumbered as Subparagraph 4J, and the first sentence of Subparagraph 4J (formerly Subparagraph 4N) is deleted in its entirety and the following is inserted in its place:

“University agrees that the Department of Intercollegiate Athletics will allocate a total amount of not less than Three Million Two Hundred Thousand Dollars (\$3,200,000.00) annually during the term of this contract in order to cover the total salaries of the nine (9) Assistant Football Coaches employed by the football program.”

All other sentences in Subparagraph 4J (formerly Subparagraph 4N) remain intact and unchanged

9. Subparagraphs 5A and 5B are hereby deleted in their entirety and the following are inserted in their place:

“A. The University and the Employee agree that prior to the date of the Third Amendment, the University established a fund for deferred compensation purposes (“Fund”). The University is under no obligation to deposit any additional amounts into the Fund.”

B. “Employee shall be entitled to receive amounts from the Fund upon the following events:

- (1) If Employee is then the Head Football Coach under this contract on the following dates: the amount of Three Hundred Thousand Dollars (\$300,000.00) on March 1, 2014, the amount of Three Hundred Thousand Dollars (\$300,000.00) on March 1, 2015, and any amounts remaining in the Fund on March 1, 2016;
- (2) If Employee dies on or before March 1, 2016, in which event the amounts in the Fund at the time of his death will be paid to the beneficiaries designated by Employee, less applicable withholdings for federal and state income tax and employment withholding;
- (3) If Employee discontinues his position as Head Football Coach on or before March 1, 2016, due to material health issues, in which event all of the amounts in the Fund at the time of such discontinuance due to material health reasons shall be paid to Employee.”

All other Subparagraphs of Paragraph 5 remain intact and unchanged.

10. Subparagraph 7C is hereby deleted in its entirety and the following is inserted in its place:

"The Athletic Director, in consultation with the Chancellor and the Faculty Athletics Representative, shall establish each year in writing, a goal or goals within the areas of academic accomplishment and the social responsibility and conduct of the student athletes in the Football Program, which goals may include but are not necessarily limited to the following: improvement in the academic grade point average accomplished by the Football Squad; student athletes maintaining academic eligibility to participate in the Football Program; graduation rate of student athletes in the Football Program; student athletes' progress toward meeting graduation requirements and anticipated date of graduation; student athletes' participation in University and community social and charitable activities; student athletes' observance of University student conduct rules and regulations and those of the athletic department and the Football Program. Beginning in 2015, said consultation also shall include the Employee. The University will pay to the Employee, while serving in the capacity of Head Football Coach, Two Hundred and Fifty Thousand Dollars (\$250,000.00) extra compensation each year during the term of this Contract for Employment that the established goal or goals for academic accomplishment for that year are met and the established goal or goals for social responsibility and conduct for that year are met.

In the event that Employee earns the full amount of extra compensation set forth in the preceding paragraph, One Hundred Thousand Dollars (\$100,000.00) shall be provided to the Employee to allocate to those individuals on the athletic staff with responsibility to the sport of Football, as identified and in such amounts as determined by the Employee.

The Athletic Director, in consultation with the Chancellor and the Faculty Athletics Representative, shall establish each year in writing, aspirational goal or goals within the areas of academic accomplishment and the social responsibility and conduct of the student athletes in the Football Program. Beginning in 2015, said consultation also shall include the Employee. The University will pay to the Employee, while serving in the capacity of Head Football Coach, One Hundred Thousand Dollars (\$100,000.00) extra compensation each year during the term of this Contract for Employment that the established aspirational goal or goals for academic accomplishment for that year are met and the established aspirational goal or goals for social responsibility and conduct for that year are met.

Notwithstanding anything herein to the contrary, payment under this Subparagraph 7C shall not be due and owing unless the Employee is employed

by the University and serving in the capacity of Head Football Coach on the date said payment is due.

The Employee will advise all staff members of the requirements of this paragraph and obtain each staff member's commitment to the goals and expectations set forth above."

Further, Subparagraph 7D is hereby amended by replacing the reference therein to "Paragraph 6C" with the words "Subparagraph 7C."

All other Subparagraphs of Paragraph 7 remain intact and unchanged.

11. The second paragraph of Paragraph 12 is hereby deleted in its entirety and replaced with the following:

"If the Employee terminates this Agreement contrary to the terms hereof, he shall pay the University liquidated damages in the amount of Five Hundred Thousand Dollars (\$500,000.00)."

All other terms of Paragraph 12 remain intact and unchanged.

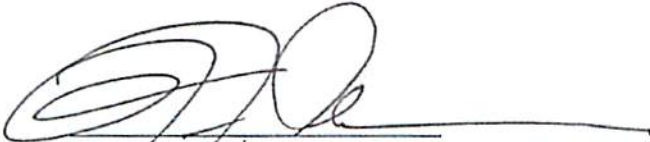
12. Exhibit A hereto is hereby adopted and made a part of the Agreement.

13. Except as otherwise expressly amended hereby, all of the terms and conditions of the Agreement shall be and remain in full force and effect and unmodified.

Signature page follows

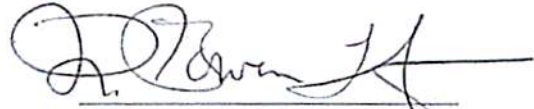
IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first above written.

Recommended by:



Michael F. Alden, Director  
of Intercollegiate Athletics

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI



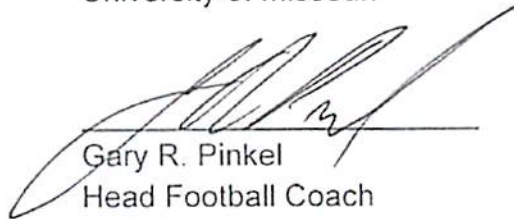
R. Bowen Loftin, Chancellor  
University of Missouri – Columbia



Timothy M. Wolfe, President  
University of Missouri System



Don M. Downing, Chair  
Board of Curators  
University of Missouri



Gary R. Pinkel  
Head Football Coach

Exhibit A

Extra Compensation

In addition to the compensation set forth in the Contract for Employment, University agrees to pay to the Employee extra compensation for each occurrence set forth below, in the amounts corresponding to such occurrence, for each year during the term of the Contract for Employment in which the football team is under Employee's direct leadership.

	Benchmark	Extra Compensation
1.	<p><b>Conference Performance</b></p> <p>It is understood that the Employee shall be entitled to only one (1) payment per year under this Section 1, meaning the maximum payable to Employee in any one year is Two Hundred Thousand Dollars (\$200,000), and the maximum provided to the Employee for allocation is Sixty Five Thousand Dollars (\$65,000).</p>	<ul style="list-style-type: none"> <li>• Any year in which the football team wins the Eastern Division of the Southeastern Conference (SEC) but does not participate in the SEC Championship Game: Fifty Thousand Dollars (\$50,000) paid to Employee and Fifty Five Thousand Dollars (\$55,000) provided to Employee to allocate among those individuals on the athletic staff with responsibility to the sport of Football, as identified and in such amounts as determined by the Employee; or</li> <li>• Any year in which the football team wins the Eastern Division of the SEC and participates in the SEC Championship Game: One Hundred Thousand Dollars (\$100,000) paid to Employee and Sixty Thousand Dollars (\$60,000) provided to Employee to allocate among those individuals on the athletic staff with responsibility to the sport of Football, as identified and in such amounts as determined by the Employee; or</li> <li>• Any year in which the football team wins the SEC Championship Game: Two Hundred Thousand Dollars (\$200,000) paid to Employee and</li> </ul>



		<p>Sixty Five Thousand Dollars (\$65,000) provided to Employee to allocate among those individuals on the athletic staff with responsibility to the sport of Football, as identified and in such amounts as determined by the Employee.</p>
<p>2.</p>	<p><b>Bowl Games</b></p> <p>It is understood that the Employee and his nine (9) Assistant Coaches shall be entitled to only one (1) payment per year under this Section 2, dependent on the specific post-season bowl appearance made by the football team, meaning that the maximum amounts payable in any one year is Four Hundred Fifty Thousand Dollars (\$450,000) paid to the Employee and an amount equal to four (4) month's salary paid to each of his nine (9) Assistant Coaches.</p> <p>Extra compensation for additional staff that may be required to perform additional duties related to a bowl game appearance shall be determined and approved by the Director of Athletics.</p> <p>For purposes of this Section 2, post-season bowl games shall be defined as "College Football Playoff Bowl Game," "Tier 2" bowl game, or "Tier 3" bowl game, as set forth on Schedule 1, attached hereto, as the same may be adjusted from time to time.</p>	<ul style="list-style-type: none"> <li>• Any year in which the football team participates in a "Tier 3" bowl game: One Hundred Thousand Dollars (\$100,000) paid to the Employee and an amount equal to one (1) month's salary paid to each of his nine (9) Assistant Coaches; or</li> <li>• Any year in which the football team participates in a "Tier 2" bowl game: One Hundred Fifty Thousand Dollars (\$150,000) paid to the Employee and an amount equal to two (2) month's salary paid to each of his nine (9) Assistant Coaches; or</li> <li>• Any year in which the football team participates in a College Football Playoff Bowl game: Two Hundred Thousand Dollars (\$200,000) paid to the Employee and an amount equal to three (3) month's salary paid to each of his nine (9) Assistant Coaches; or</li> <li>• Any year in which the football team participates in the College Football Playoff National Championship Game: Four Hundred Thousand Dollars (\$400,000) paid to the Employee and an amount equal to three (3) month's salary paid to each of his nine (9) Assistant Coaches; or</li> <li>• Any year in which the football team wins the College Football Playoff National Championship Game: Four</li> </ul>

		Hundred and Fifty Thousand Dollars (\$450,000) paid to the Employee and an amount equal to four (4) month's salary paid to each of his nine (9) Assistant Coaches.
3.	<p><b>9+ wins in season</b></p> <p>It is understood that the Employee shall be entitled to only one (1) payment in any given season under this Section 3 dependent on the number of games that the football team wins during that season, meaning the maximum payable in any one year is Four Hundred Thousand Dollars (\$400,000).</p> <p>Season shall be deemed to mean regular season games plus any post season bowl appearance.</p>	<ul style="list-style-type: none"> <li>• Any year in which the football team wins nine (9) games during any season: Fifty Thousand Dollars (\$50,000) paid to the Employee; or</li> <li>• Any year in which the football team wins ten (10) games during any season: One Hundred Thousand Dollars (\$100,000) paid to the Employee; or</li> <li>• Any year in which the football team wins eleven (11) games during any season: One Hundred Fifty Thousand Dollars (\$150,000) paid to the Employee; or</li> <li>• Any year in which the football team wins twelve (12) games during any season: Two Hundred Thousand Dollars (\$200,000) paid to the Employee; or</li> <li>• Any year in which the football team wins thirteen (13) games during any season: Two Hundred and Fifty Thousand Dollars (\$250,000) paid to the Employee; or</li> <li>• Any year in which the football team wins fourteen (14) games during any season: Four Hundred Thousand Dollars (\$400,000) paid to the Employee.</li> </ul>
4.	<p><b>Home Game Ticket Receipts</b></p> <p>Ticket receipts shall mean gross ticket sales minus all applicable taxes. It shall include actual ticket price, including debt fee. It shall not include gifts associated</p>	<ul style="list-style-type: none"> <li>• Any year in which ticket receipts for home games of the football team exceeds Fifteen Million Dollars (\$15,000,000): One Hundred and Fifty Thousand Dollars (\$150,000) paid to the Employee; or</li> </ul>

	<p>with any premium space or ticket location.</p> <p>Ticket receipt thresholds shall be frozen for the 2014 and 2015 seasons. Beginning with the 2016 season and thereafter, the Athletic Director, in consultation with the Chancellor, the Faculty Athletics Representative and the Employee, shall meet to discuss increasing the ticket receipt thresholds to reflect budgeted growth and price increases.</p> <p>It is understood that the Employee shall be entitled to only one (1) payment under this Section 4 in any given season dependent on the gross home game ticket receipts for that season.</p>	<ul style="list-style-type: none"> <li>Any year in which ticket receipts for home games of the football team exceeds Fifteen Million Five Hundred Thousand Dollars (\$15,500,000): an amount equal to one percent (1.00%) of such ticket receipts paid to the Employee.</li> </ul>
5.	<b>SEC Coach of the Year</b>	Any year that Employee is named SEC Coach of the Year by the SEC Coaches or the Associated Press: Fifty Thousand Dollars (\$50,000) paid to the Employee.
6.	<b>National Coach of the Year</b>	Any year that Employee is named National Coach of the Year by the American Football Coaches Association or the Associated Press: One Hundred Thousand Dollars (\$100,000) paid to the Employee.
7.	<p><b>College Football Playoff Final Ranking</b></p> <p>It is understood that the Employee shall be entitled to only one (1) payment per year under this Section 7, meaning the maximum payable in any one year is One Hundred Thousand Dollars (\$100,000).</p>	<ul style="list-style-type: none"> <li>Any year in which the football team achieves a final ranking in the top 25 of the College Football Playoff Final Ranking: Fifty Thousand Dollars (\$50,000) paid to the Employee; or</li> <li>Any year in which the football team achieves a final ranking in the top 10 of the College Football Playoff Final Ranking: One Hundred Thousand Dollars (\$100,000) paid to the Employee.</li> </ul>

## Schedule 1

### Bowl Games

#### College Football Playoff Bowl Games

- Sugar
- Rose
- Orange
- Fiesta
- Cotton
- Chik-fil-a

#### “Tier 2”

- Capital One
- Outback
- Gator
- Texas
- Music City
- Belk
- Liberty

#### “Tier 3”

- Any other recognized post-season bowl game



UNIVERSITY OF MISSOURI  
DEPARTMENT OF ATHLETICS

Mizzou Arena  
1 Champions Drive  
Suite 200  
Columbia, MO 65211  
PHONE: (573) 882-6501

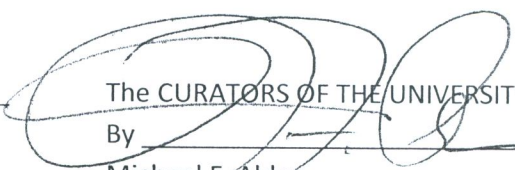
June 30, 2012

Gary Pinkel  
Mizzou Athletics Training Complex  
Columbia, MO 65211

Dear Gary,

This letter is intended to memorialize that we have agreed to amend your Contract for Employment, dated November 25, 2008, effective July 1, 2012, to make clear that all references to the "Big 12 Conference" or "Big XII Conference" contained in such contract for employment, including amendments or attachments thereto shall be deleted and, in lieu thereof, such references shall be and all such references are amended to read "Southeastern Conference (SEC)."

  
\_\_\_\_\_  
Gary Pinkel  
Head Football Coach

  
\_\_\_\_\_  
The CURATORS OF THE UNIVERSITY OF MISSOURI  
By  
Michael F. Alden  
Director of Athletics

  
\_\_\_\_\_  
Brady J. Deaton  
Chancellor

FIRST AMENDMENT  
TO RESTATED CONTRACT FOR EMPLOYMENT

**THIS FIRST AMENDMENT TO RESTATED CONTRACT FOR EMPLOYMENT** ("First Amendment") is entered into and made effective as of this 6 day of APRIL 2011, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri ("University") and GARY R. PINKEL, an individual ("Employee"). The University and Employee shall collectively be referred to as "the Parties".

WITNESSETH

**WHEREAS**, University and Employee entered into a Restated Contract for Employment ("Agreement") dated November 25, 2008, covering the term January 1, 2009 through December 31, 2105; and

**WHEREAS**, University and Employee now desire to amend said Agreement by changing certain of its provisions as set forth in this First Amendment.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises, covenants and agreements of the Parties hereinafter set forth, it is hereby agreed that the Agreement shall be and same is hereby amended as follows:

1. Paragraph 1 is hereby deleted in its entirety and the following is inserted in its place:

"Term. The term of this Restated Contract for Employment shall commence on January 1, 2009 and end on December 31, 2017."

2. The first sentence of Subparagraph 4N is hereby deleted in its entirety and the following is inserted in its place:

"University agrees that the Department of Intercollegiate Athletics will allocate a total amount of not less than Two Million Two Hundred Sixty-Two Thousand Dollars (\$2,262,000) annually during the term of this contract in order to cover the total salaries of the nine (9) Assistant Football Coaches employed by the football program."

All other sentences in this Subparagraph 4N remain intact and unchanged.

3. Paragraph 5, Subparagraph A and B are hereby deleted in their entirety and the following is inserted in their place:

"A. The University agrees to annually deposit to a Fund, which Fund shall be owned, maintained and controlled by the University, within fifteen days of January 1 of each of the years 2009 and 2010, the sum of Two Hundred Thousand

Dollars (\$200,000) and, for 2011, within fifteen days after approval of this First Amendment by the University's Board of Curators, and within fifteen days of January 1 of each of the years 2012 and annually thereafter throughout the remaining term of this contract, the sum of Three Hundred Thousand Dollars (\$300,000)."

"B. Employee shall be entitled to receive the following described amounts in the Fund at the time of following events:

(1) If Employee retires from coaching after 3 or more seasons under this Contract, the Employee shall be entitled to receive all the amounts in the Fund except for the additional One Hundred Thousand Dollars (\$100,000) deposited by University to such Fund in 2011 and subsequent years during the remaining term of this contract, which additional amounts Employee shall not be entitled to receive unless Employee retires from coaching at the end of the 2012 season or later; or

(2) If Employee dies during the term of this contract in which event all the amounts in the Fund at the time of his death will be paid to the beneficiaries designated by the Employee, less applicable withholdings for federal and state income tax and employment withholding; or

(3) If Employee discontinues his position as Head Football Coach during the term of this contract due to material health issues in which event all the amounts in the Fund at the time of such discontinuance due to material health reasons shall be paid to Employee.

All other Subparagraphs of Paragraph 5 remain intact and unchanged.

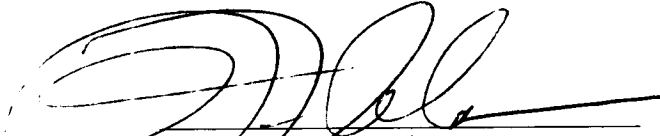
4. Except as otherwise expressly amended hereby, all of the terms and conditions of the Agreement shall be and remain in full force and effect and unmodified.

**(Remainder of this page intentionally left blank)**

**WHEREOF**, the Parties hereto have executed this Amendment as of the date first above written.

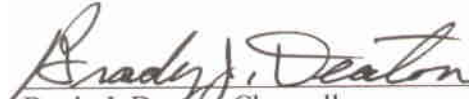
Recommended by:

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI



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Michael F. Aiden, Director  
of Intercollegiate Athletics



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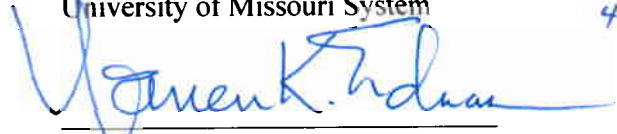
Brady J. Deaton, Chancellor  
University of Missouri-Columbia



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Stephen J. Owens, Interim President  
University of Missouri System

APPROVED  
AS TO  
LEGAL FORM  
PQH:  
4-7-11



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Warren K. Erdman, Chairman  
Board of Curators  
University of Missouri



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Gary R. Pintel  
Head Football Coach  
University of Missouri-Columbia



## RESTATED CONTRACT FOR EMPLOYMENT

This Contract for Employment is entered into between The Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the University of Missouri-Columbia, hereinafter referred to as "University," and Gary R. Pinkel, an individual, hereinafter referred to as "Employee."

It is hereby agreed by and between the parties as follows:

1. Term. The term of this Contract for Employment shall commence on January 1, 2009 and end on December 31, 2015.

2. Duties and Responsibilities.

A. The Employee is hereby employed by the University. Throughout the term of this Contract for Employment, he shall use his best full-time energies and abilities for the exclusive benefit of the University. The University shall have full and absolute control of all employment services rendered by the Employee. The Employee shall serve at the direction and in the capacity assigned by the Chancellor of the University of Missouri - Columbia campus (hereinafter referred to as "Chancellor"), or his designee throughout the term of this Contract for Employment.

B. The Employee agrees to be a loyal employee of the University. He agrees to devote his best efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University.

C. During the period in which the University employs the Employee as the Head Football Coach of the University's intercollegiate team, the Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the University all duties and responsibilities attendant to the position. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association-("NCAA") and all NCAA, Conference and University rules and regulations relating to the conduct and administration of the program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the Athletic Director of the University. The Employee agrees to adhere to, to respect and to follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student-athletes for the program. All academic standards, requirements and policies of the University shall also be observed by the Employee and members of his staff, including assistant coaches, at all times and shall not be compromised or violated at any time.

D. As of the beginning of this Contract for Employment, the duties and responsibilities assigned to the Employee are as set forth below. This list of specific duties and responsibilities supplements and is not exclusive of the other general duties and responsibilities that may be assigned by the Chancellor or his designee or as are provided for elsewhere in this Contract for Employment.

E. The position of Head Football Coach is a specialized professional

position. By holding this position, the Employee is not eligible for tenure. He is responsible for evaluating, recruiting, training and coaching student-athletes to compete successfully against major college competition in a quality program.

In his position as Employee, he is held directly accountable for these general responsibilities relating to the program: budget, scheduling and the recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff. This position has these additional specific responsibilities:

- (1) Supervise assistant coaches, including compliance by such coaches with Conference and NCAA rules and regulations
- (2) Participate in the instruction and coaching of student-athletes;
- (3) Determine scouting schedules for high school and college games;
- (4) Interview prospective players, their parents and coaches;
- (5) Contact media, alumni and civic groups;
- (6) Work to integrate sports into the whole spectrum of academic life to complement the University and its mission in the community;
- (7) Work within the confines of rules, regulations, guidelines and policies of the University athletic department;
- (8) Keep public statements complimentary to the athletic program and to the University;
- (9) Make every effort, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met;

(10) Have complete knowledge of the rules and regulations governing intercollegiate athletic competition and maintain strict compliance therewith by the program;

(11) Apply effectively experience in recruiting, training and coaching of student-athletes;

(12) Be a disciplinarian but be fair, sympathetic and protective of the student-athletes while motivating them to excellence;

(13) Maintain a mature and rational attitude, keep emotions in control and downplay defeats;

(14) Prepare players for each game and each season with dedication; and

(15) Establish and maintain a frequent and systematic program of personal communication with the University's administration, faculty, staff and student body.

3. Annual Salary. For the period January 1, 2009 to December 31, 2009 the University shall pay to the Employee salary on an annualized basis of Three Hundred Fifty Thousand Dollars (\$350,000.00) (hereinafter referred to as "annual salary"). The annual salary for the Employee shall be subject to review during the month of December prior to January 1, 2010 for the following year of January 1, 2010 through December 31, 2010 and each subsequent year under this Agreement shall be subject to annual review during the month of December prior to January 1 for the following year or any portion thereof by the Director of Intercollegiate Athletics and approval by the Chancellor of the University of Missouri-Columbia and the President of the University of

Missouri System in accordance with University policies. The Director of Intercollegiate Athletics shall meet with the Employee as part of these reviews. The Employee shall be entitled to participate in all employee benefits for which he is eligible and which are available to full-time employees of his classification of the University under established University policies.

4. Other Employment Benefits. The following employment benefits will be provided to the Employee while he serves in his capacity as the Employee:

A. University agrees to pay to the Employee the amount of Four Hundred Seventeen Thousand Five Hundred Dollars (\$417,500.00) during the first year of this contract, said year being January 1, 2009 to December 31, 2009, it being understood that in exchange for said payment the Employee relinquishes all of his rights to receive any monies or consideration of any kind whatsoever, from any manufacturer, distributor, retailer, or seller of athletic shoes, apparel or equipment, and the Employee assigns all said rights to the University. This amount will be increased by Twelve Thousand Five Hundred Dollars (\$12,500.00) in each subsequent year of this contract. University will make said payment in two semi-annual installments on March 31 and September 1 of each year of this Contract for Employment. In the event University enters into a contract with a company which is in a business as immediately described above, then notwithstanding the foregoing restriction the Employee shall be entitled to make individual arrangements with the same company to serve as a consultant to or to make personal appearances on behalf of the company, for individually negotiated compensation (monies or other consideration), so long as the activities on behalf of the

company do not materially interfere with the employment responsibilities of the Employee.

B. University agrees to pay to the Employee the amount of Four Hundred Seventeen Thousand Five Hundred Dollars (\$417,500.00) during the first year of this contract, said year being January 1, 2009 to December 31, 2009, it being understood that in exchange for said payment the Employee relinquishes all of his rights to receive income or payments of any kind whatsoever, directly or indirectly, from any source other than the University in exchange for his appearance or participation in television shows, live or taped, and the Employee assigns all said rights to the University. Notwithstanding the foregoing, the Employee may participate in television broadcasts related to post-season football games (i.e. ABC halftime shows), and other similar "expert coach" broadcasts. The Employee agrees to appear and participate in television shows arranged or produced by the University concerning the men's football program at the University of Missouri-Columbia. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of the Employee. This amount will be increased by Twelve Thousand Five Hundred Dollars (\$12,500.00) in each subsequent year of this contract. University will make said payment in two semi-annual installments on March 31 and September 1 of each year of this Contract for Employment.

C. University agrees to pay to the Employee the amount of Four Hundred Seventeen Thousand Five Hundred Dollars (\$417,500.00) during the first year of this contract, said year being January 1, 2009 to December 31, 2009, it being understood that in exchange for said payment the Employee relinquishes all of his rights

to receive income or payments of any kind whatsoever, directly or indirectly, from any source in exchange for his appearance or participation in radio shows, live or taped, and the Employee assigns all said rights to the University. The Employee agrees to appear and participate in radio shows arranged or produced by the University concerning the football program at the University of Missouri-Columbia. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of the Employee. This amount will be increased by Twelve Thousand Five Hundred Dollars (\$12,500.00) in each subsequent year of this contract. University will make said payment in two semi-annual installments on March 31 and September 1 of each year of this Contract for Employment.

D. The Employee shall be entitled to operate a noninstitutional youth football camp in the State of Missouri in the summers during the term of this Contract for Employment. University agrees to guarantee that the Employee will receive a minimum of Two Hundred Eighty Thousand Dollars (\$280,000.00) for each year during the term of this Contract for Employment that the Employee operates such a camp. Any revenues and profits made by the Employee from his camp shall be retained by him solely. However, the University's guarantee under this paragraph shall be limited to the amount of money necessary to assure that the net revenues received by the Employee from the operation of such camp meets the guarantee amount stated herein. For purposes of the preceding sentence, the parties agree that net revenues shall mean the gross revenues generated from the operation of such camp less the amount of the expenses directly related to the operation of such camp. It is understood and that the Employee will utilize his best efforts to conduct and participate in a quality football camp

for youth which will bring credit to himself and indirectly the University, and the University will not be required to make payment in any year within which the Employee does not conduct and participate in such a camp. In the event the University so requests, an annual independent audit shall be conducted by a mutually agreed upon auditor, at Employee's expense, for each such camp. The Employee shall provide written documentation of the net revenues from such camp to the Athletic Director and the University will make any payment called for under this paragraph to the Employee within ten (10) days after receipt of said documentation. The University reserves the right to directly maintain accounting and bookkeeping for the camps.

E. The Employee will actively participate with and assist the Athletic Director and any other personnel of the Athletic Department designated by the Athletic Director in the promotion of athletics at the University of Missouri-Columbia with appearances before, meetings with and presentations to the general public, alumni groups, booster groups and organizations, statewide and local civic organizations, public educational organizations, school districts, and employment and professional organizations. The Athletic Director or his designee will schedule a minimum of thirty (30) such public appearances for the Employee each year during the term of this Contract for Employment. The Athletic Director or his designee will schedule all such public appearances of the Employee and will endeavor to not schedule activities in conflict with the Employee's personal and professional schedule. In addition, the Employee will utilize all reasonable opportunities to advance and enhance the image of the football program at the University of Missouri-Columbia. The University will pay to the Employee the sum of Four Hundred Seventeen Thousand Five Hundred Dollars



(\$417,500.00) during the first year of this contract, said year being January 1, 2009 to December 31, 2009 for the performance of services under this paragraph, payable in two (2) semi-annual installments on March 31 and September 1 of each year of this Contract for Employment. This amount will be increased by Twelve Thousand Five Hundred Dollars (\$12,500.00) in each subsequent year of this contract.

F. Membership in The Club at Old Hawthorne with membership fees to be paid by the University. The Employee will be responsible for expenditures resulting from this membership which are not directly associated with University business or unless the expenditure is approved by the Athletic Director.

G. Two (2) courtesy cars provided by car dealers through the Athletic Department will be made available for use by the Employee.

H. A Discretionary Fund will be made available to the Employee in the amount of Twenty Five Thousand Dollars (\$25,000.00) annually to be expended in compliance with University policies, rules, and regulations, provided such expenses are related to the MU men's football program. The Employee must submit to the Athletic Director and Chancellor at least quarterly a detailed accounting of the use of these funds.

I. University agrees to pay to the Employee extra compensation in the amount of Twenty-five Thousand Dollars (\$25,000,00) in any year in which the football team under his direct leadership wins the North Division of the Big 12 Conference but does not participate in the Big 12 Championship game. University agrees to pay to the Employee extra compensation in the amount of Fifty Thousand Dollars (\$50,000.00) in any year in which the football team under his direct leadership wins the North Division of

the Big 12 Conference and participates in the Big 12 Championship game. University agrees to pay to the Employee extra compensation in the amount of Seventy Five Thousand Dollars (\$75,000.00) in any year in which the football team under his direct leadership wins the Big 12 Conference Championship. It is understood that the Employee shall be entitled to only one (1) payment per year under this paragraph, meaning the maximum payable in any one year is Seventy Five Thousand Dollars (\$75,000.00). In addition, if the football team wins the North Division of the Big 12 Conference but does not participate in the Big 12 Championship game, the Employee will be provided Fifty Five Thousand Dollars (\$55,000.00) to allocate among his twelve (12) assistants (nine (9) Assistant Football Coaches, the Assistant Athletics Director for Football Operations, the Assistant Athletics Director for Athletic Performance and the Coordinator of On-Campus Recruiting), said allocation to be determined by Employee. In addition, if the football team wins the North Division of the Big 12 Conference and participates in the Big 12 Championship game, the Employee will be provided Sixty Thousand Dollars (\$60,000.00) to distribute to his twelve (12) assistants, nine (9) Assistant Football Coaches, the Assistant Athletics Director for Football Operations, the Assistant Athletics Director for Athletic Performance and the Coordinator of On-Campus Recruiting, said allocation to be determined by Employee. In addition, if the football team wins the Big 12 Championship, the Employee will be provided Sixty Five Thousand Dollars (\$65,000.00) to allocate among his twelve (12) assistants (nine (9) Assistant Football Coaches, the Assistant Athletics Director for Football Operations, the Assistant Athletics Director for Athletic Performance and the Coordinator of On-Campus Recruiting), said allocation to be determined by Employee. The Employee shall be

entitled to only one (1) payment per year under this paragraph for allocation among his staff listed above, meaning the maximum payable for allocation in any one (1) year is Sixty Five Thousand Dollars (\$65,000.00).

J. Extra compensation in the amount of Seventy Five Thousand Dollars (\$75,000.00) will be paid to the Employee and extra compensation in an amount equal to one (1) month's salary will be paid to each of his nine (9) Assistant Coaches in any year in which the football team under his direct leadership participates in a Non-BCS bowl game. Extra compensation in the amount of One Hundred Thousand Dollars (\$100,000.00) will be paid to the Employee and extra compensation in an amount equal to three (3) month's base salary will be paid to each of his nine (9) Assistant Coaches in any year in which the football team under his direct leadership participates in the Bowl Championship Series (BCS). It is understood that the Employee and his nine (9) Assistant Coaches will be entitled to only one (1) payment per year pursuant to the provisions of this paragraph dependent on the specific post-season bowl appearance made by the football team. Extra compensation for additional staff that may be required to perform additional duties related to a bowl game appearance shall be determined and approved by the Director of Athletics.

K. University agrees to pay to the Employee extra compensation in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and extra compensation in an amount equal to three (3) month's salary will be paid to each of his nine (9) Assistant Coaches in any year which the football team under his direct leadership participates in the BCS National Championship Game. Extra compensation in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) will be paid to the

Employee and extra compensation in an amount equal to four (4) month's salary will be paid to each of his nine (9) Assistant Coaches in any year in which the football team under his direct leadership wins the BCS National Championship. It is understood that the Employee and his nine (9) Assistant Coaches will be entitled to only one (1) payment per year pursuant to the provisions of this paragraph as extra compensation for the participation of the football team in the BCS National Championship Game.

L. University agrees to pay to the Employee extra compensation in the amount of Fifteen Thousand Dollars (\$15,000.00) if the football team under his direct leadership wins nine (9) games during any season. University agrees to pay to the Employee extra compensation in the amount of Twenty Thousand Dollars (\$20,000.00) if the football team under his direct leadership wins ten (10) games during any season. University agrees to pay to the Employee extra compensation in the amount of Twenty-five Thousand Dollars (\$25,000.00) if the football team under his direct leadership wins eleven (11) games during any season. It is understood that the Employee will be entitled to only one (1) payment in any given season dependent on the number of games that the football team wins under his direct leadership during that season. Season shall be deemed to mean regular season games plus any post season bowl appearance.

M. University agrees to pay to the Employee extra compensation in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000.00) if there are 40,000 season ticket holders for home football games during any given season or if the average attendance for home football games is 55,000 during any given season. University agrees to pay to the Employee extra compensation in the amount of One

Hundred Fifty Thousand Dollars (\$150,000.00) if there are 45,000 season ticket holders for home football games during any given season or if the average attendance for home football games is 60,000 during any given season. It is understood that the Employee will be entitled to only one (1) payment per year pursuant to the provisions of this paragraph dependent upon the average paid season ticket holders during any given season. The Employee will be provided the opportunity to audit the number of season ticket holders figures for home football games each season at his expense.

N. University agrees that the Department of Intercollegiate Athletics will allocate a total amount of not less than Two Million One Hundred One Thousand Dollars (\$2,101,000.00) annually during the term of this contract in order to cover the total salaries of the nine (9) Assistant Football Coaches employed by the football program. The salaries of an Assistant Athletics Director for Football Operations, the Assistant Athletics Director for Athletic Performance, and the Coordinator of On-Campus Recruiting employed by the football program shall be paid out of the Athletic Department budget. It is understood that the individual employment contracts for the Offensive Coordinator and the Defensive Coordinator will be structured as two-year agreements running from July 1 to June 30 of each year, and the employment arrangements for the other Assistant Coaches shall be structured as one (1) year appointments running from July 1 to June 30. In the event the employment of any of the nine (9) Assistant Coaches is terminated by the University without cause, the University will be entitled to an offset from any amounts it may owe to the Assistant Coach for any money earned by said Assistant Coach from other employment following termination. In the event the employment of any of the nine (9) Assistant Coaches is terminated by the

University for cause, the University will have no further obligations to the Assistant Coach after the date of termination for cause.

O. University agrees to pay to the Employee extra compensation in the amount of Twenty-Five Thousand Dollars (\$25,000.00) in any year that the Employee is named Big XII Coach of the Year by the Big 12 Conference Coaches or the Associated Press.

P. University agrees to pay to the Employee extra compensation in the amount of Fifty Thousand Dollars (\$50,000.00) in any year that the Employee is named the National Coach of the Year by the American Football Coaches Association or the Associated Press.

Q. University agrees to pay to the Employee extra compensation in the amount of Fifty thousand Dollars (\$50,000.00) in any year in which the football team under his direct leadership achieves a final ranking in the Top 25 of the BCS. University agrees to pay to the Employee extra compensation in the amount of Seventy Five Thousand Dollars (\$75,000.00) in any year in which the football team under his direct leadership achieves a final ranking in the Top 10 of the BCS. It is understood that the Employee will be entitled to only one (1) payment per year pursuant to the provisions of this paragraph.

5. Deferred Compensation.

A. The University agrees to annually deposit to a Fund, which Fund shall be owned, maintained and controlled by the University, within fifteen days of January 1 of each year under the term of this contract, the sum of Two Hundred Thousand Dollars (\$200,000.00).

B. Employee shall be entitled to receive any amounts in the Fund at the time of following events:

(1) If Employee retires from coaching after 3 or more seasons under this Contract; or

(2) If Employees dies during the term of this contract in which event the amounts in the Fund at the time of his death will be paid to the beneficiaries designated by the Employee, less applicable withholdings for federal and state income tax and employment withholding; or

(3) If Employee discontinues his position as Head Football Coach during the term of this contract due to material health issues.

C. In the event the University distributes the amounts in the Fund pursuant to subparagraphs (B) (1) or (3) of this paragraph, the University shall file with the Internal Revenue Service and issue to Employee a W-2, Wage and Tax Statement, for the tax year ending within the year in which the distribution to the Employee is made, to include in the Employee's wages for federal and state income tax and employment tax purposes the amount distributed to the Employee from the Fund and shall withhold federal and state income taxes and employment taxes on such distributed amounts.

D. It is understood that if the Employee terminates this Contract for any reason other than those stated in subparagraphs (B) (1) – (3) and prior to the expiration of the term of this Contract, or is dismissed from his position as Head Football Coach for cause by the University, neither he nor his beneficiaries shall be entitled to receive any amounts currently on deposit in such Fund and all rights of the Employee or his beneficiaries to such Fund shall terminate. In the event that this Contract is

terminated by the University without cause prior to the expiration of the terms hereof, Employee and/or his estate, heirs and beneficiaries shall be immediately entitled to all amounts accumulated in the Fund as of that date, less applicable withholdings for federal and state income taxes and employment tax.

E. Employee has consulted with his own tax advisors with respect to this matter.

6. Control by the University.

A. The Employee shall not accept or agree to accept a salary supplement or any payment from any person or source other than the University which is not permitted under the rules and regulations of the University, the National Collegiate Athletic Association, and the Big 12 Conference, and under no circumstances shall the Employee have the right to engage in additional employment, speaking or consulting activities with regard to athletic shoes, apparel or equipment, except as provided herein, nor shall he have the right to receive payments or income directly or indirectly from media sources in any form as defined herein, except as provided herein. For this purpose, the term "income from media sources" includes income to the Employee from television shows, live or taped, radio shows, live or taped, appearance fees for television, live or taped, appearance fees for radio, live or taped, and fees resulting from other electronic media. Prior to the rendition of any such services and receipt of such payments the Employee shall obtain the written approval of the Athletic Director and the Chancellor of the University of Missouri-Columbia. The University shall be deemed as having approved the Employee's request if the University has not disapproved the request in writing by not later than the end of the fifth (5th) calendar day following the



date within which the request is submitted by the Employee to the University. The expert coach broadcasts specified in Paragraph 4B above shall be deemed as approved. The University and the Employee agree that except as otherwise provided herein and upon prior written approval by the Athletic Director and the Chancellor, the Employee may undertake commercial endorsements of products and services in which he identifies himself as the Employee of the University's football team; provided, however, that the Employee may not undertake commercial endorsements of athletic shoes, apparel or equipment, except as provided in Paragraph 4A above. Any approvals required under the terms of this Contract for Employment from the University, the Chancellor and/or the Athletic Director shall not be unreasonably withheld.

B. The Employee shall report in writing all such payments received by him for such services to the Athletic Director of the University of Missouri-Columbia on a yearly basis beginning on May 1, 2009 and the Employee shall report in writing all athletically related income from sources outside the institution through the Athletic Director to the Chancellor of the University of Missouri-Columbia on an annual basis.

7. Conduct of the Football Athletic Program.

A. The Employee shall conduct the football program under the established policies and procedures of the University. He shall comply fully with the rules, regulations and established policies and practices of the Department of Intercollegiate Athletics and with other University regulations which pertain to his employment. He shall also comply fully with the applicable rules and regulations of the Big 12 Conference, the National Collegiate Athletic Association and any other organizations the rules and policies of which apply to the University of Missouri-

Columbia Department of Intercollegiate Athletics. He shall insure that each of the Assistant Football Coaches and others assisting in the conduct of the intercollegiate football program shall comply fully with the applicable rules and regulations of the University, the Big 12 Conference, the National Collegiate Athletic Association, and any other organizations the rules and policies of which apply to the University of Missouri-Columbia Department of Intercollegiate Athletics. Further, he shall promote and encourage sportsmanship in his coaches, players, and fans in attendance at intercollegiate athletic contests.

B. The University, Employee and assistant coaches acknowledge that student athletes should be integrated into the academic environment, that academic success is paramount, and that graduation is the principal goal for attendance at MU. The Employee and assistant coaches acknowledge that student athletes are subject to all policies, rules, and regulations governing all students of the University and that the University, Employee and assistant coaches should make all reasonable efforts to create an environment in which student athletes respect and adhere to such rules and regulations. The University, Employee and assistant coaches acknowledge the responsibility and the utmost importance of assisting student athletes in obtaining a quality education and appropriate academic accomplishments and further to assist student athletes in understanding the athletes' responsibilities to society in general and fellow students at the University in particular. The Employee acknowledges that the above obligations are generally encompassed in the overall performance expected of the coach.

C. The Athletic Director, in consultation with the Chancellor and the Faculty Athletics Representative, shall establish each year in writing, a goal or goals within the areas of academic accomplishment and the social responsibility and conduct of the student athletes in the Football Program, which goals may include but are not necessarily limited to the following: improvement in the academic grade point average accomplished by the Football Squad; student athletes maintaining academic eligibility to participate in the Football Program; graduation rate of student athletes in the Football Program; student athletes' progress toward meeting graduation requirements and anticipated date of graduation; student athletes' participation in University and community social and charitable activities; student athletes observance of University student conduct rules and regulations and those of the athletic department and the Football Program. The University will pay to the Employee, while serving in the capacity of Head Football Coach, One Hundred Thousand Dollars (\$100,000.00) extra compensation each year during the term of this Contract for Employment that the established goal or goals for academic accomplishment for that year are met and the established goal or goals for social responsibility and conduct for that year are met; provided, however, that said payment shall not be due and owing unless the Employee is employed by the University and serving in the capacity of Head Football Coach on the date said payment is due. The Employee will advise all staff members of the requirements of this paragraph and obtain each staff members' commitment to the goals and expectations set forth above.

D. On an annual basis while the Employee is serving in the capacity as Head Football Coach, the Athletic Director and the Employee will meet to review the

performance of the Employee and the accomplishments of the Football Program during the preceding year including, without limitation, those outlined in Paragraph 6C hereof. Such annual meeting will take place within thirty (30) days following the last football game of the season.

8. Discipline for Violations of NCAA, Conference and University Rules and Regulations. If the Employee is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. The University is committed to meeting and exceeding that standard and, therefore, if there are significant or repetitive violations on the part of the Employee of Big 12, NCAA or University rules in his conduct of the intercollegiate football program, the University may terminate this Contract for Employment when such violations have reasonably been determined to exist by the Chancellor. The Employee shall have the procedural right to a review and hearing relating to any such determination. Any such hearing shall be governed by normal University grievance procedures provided for employees of the Employee's classification, as now or hereafter amended, unless other procedures are agreed upon by the parties.

9. Other Employment. During the term of this Contract for Employment, or any extension thereof, the Employee agrees that neither he nor any representative or attorney on his behalf will consider, entertain, accept information regarding, discuss, actively seek, negotiate for, or accept other full-time employment of any nature during the term of this Contract for Employment without the prior written permission of the

Director of Intercollegiate Athletics and the Chancellor of the University of Missouri-Columbia. It is agreed that the loss of his services to the University, without University approval and release, prior to the expiration of the term of this Contract for Employment will cause irreparable injury to the University. It is further agreed that, in addition to any and all other remedies available at law or under this Contract to the University, violation of this provision shall result in Employee paying to the University the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) as liquidated damages.

10. Extensions - Amendments. This Contract for Employment may be extended for such period or periods as the parties hereto agree in writing. This Contract for Employment may be amended at any time by the parties, but no such amendment shall be effective unless made in writing and approved by the Chancellor of the University of Missouri-Columbia.

11. Termination for Cause.

A. The University shall have the right to terminate the Contract for Employment for cause prior to its normal expiration. The term "cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:

(1) failure to adequately perform the duties outlined in Paragraph 2 of the Contract for Employment or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;

(2) violations by the Employee of any of the other terms and conditions of the Contract for Employment;

(3) any conduct of the Employee in which would constitute a violation of any criminal statute or an offense of moral turpitude, as determined by the University;

(4) any behavior of the Employee that brings him into public disrepute, contempt, scandal or ridicule or any behavior that is unfavorable to the reputation or moral or ethical standards of the University;

(5) any violation of any policy, law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA, or the Conference, which violation may, in the sole judgment of the University, reflect adversely upon the University or its athletic program, including any violation which results in the University being sanctioned by the NCAA or the Conference, including any violation which occurred during prior employment of the Employee at another NCAA member institution;

(6) any violation of any policy, law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA, or the Conference of which the University is a member, by employees of, or student-athletes in, the sports program in which Employee serves as Head Coach, which violation may, in the sole judgment of the University, reflect adversely upon the University or its athletic program, including any violation which results in the University being sanctioned by the NCAA or the Conference;

(7) conduct of the Employee which, in the sole judgment of the University, which judgment is reasonably exercised, is seriously prejudicial to the best

interests of the University or its athletic program or which violates the University's mission;

(8) unjustified prolonged absence from duty without consent of the Employee's reporting superior; or

(9) any cause adequate to sustain the termination of any other University employee of similar employment status to the Employee employed by the University.

B. In the event the Contract for Employment is terminated for cause in accordance with the provisions hereof, all of the University's obligations hereunder that will accrue subsequent to the date of such termination shall cease. In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, shoe or apparel contracts, consulting relationships or from any other source whatever that may ensue as a result of the University's termination of the Contract for Employment. The Employee shall be entitled to all notices, hearings, procedures and appeals as are provided by the University's rules and regulations for any disciplinary action against him, including the termination of the Contract for Employment, which may be taken by the University pursuant to the Contract for Employment.

12. Liquidated Damages.

If the University terminates the employment of the Employee hereunder contrary to the terms hereof, it shall pay the Employee liquidated damages in an aggregate amount equal to the Employee's most recent annual salary (as defined in Paragraph 3

above) for each year or portion thereof (pro rata) remaining under this Agreement, such liquidated damages to be paid in equal monthly installments until the end of the term of the Agreement or in a lump sum as negotiated and agreed to by the parties; and, provided further, however, that any amounts received by the Employee from other employment for services or obtained as a consultant or rendered as a head or assistant football coach or as an administrator or executive in a collegiate athletic department or professional sports organization before the end of the term of this Agreement, shall be offset against the amount set forth herein to be paid by the University as liquidated damages. The University shall have no other obligation to the Employee if it terminates this Agreement contrary to the terms hereof, except the payment of liquidated damages as provided herein and any payments referred to in paragraph 5 hereof.

If the Employee terminates this Agreement contrary to the terms hereof, he shall pay the University liquidated damages in an amount in accordance with the following schedule: if terminated during the calendar year 2009, the amount to be paid as liquidated damages shall be Two Million Dollars (\$2,000,000.00); if terminated during the calendar year 2010, the amount to be paid as liquidated damages shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00); if terminated during the calendar year 2011, the amount to be paid as liquidated damages shall be One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00); if terminated during the calendar year 2012 the amount to be paid as liquidated damages shall be One Million Dollars (\$1,000,000.00); if terminated during the calendar year 2013, the amount to be paid as liquidated damages shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00); if terminated during the calendar year 2014 the amount to be paid as liquidated damages



shall be Five Hundred Thousand Dollars (\$500,000.00); if terminated prior to the end of the 2015 season the amount to be paid as liquidated damages shall be zero dollars (\$0.00).

13. Limitations of Damages. The University shall not be liable for any damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the University's termination of the Contract for Employment without cause. The parties have bargained for and agreed to the foregoing liquidated damages provision.


14. Law. This Contract for Employment has been entered into and shall be governed by the laws of the State of Missouri, and is specifically conditioned upon the availability of funds for this purpose.


15. Entire Understanding. This Contract for Employment sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Contract for Employment shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.


**IN WITNESS WHEREOF**, the parties hereunto have caused this instrument to be executed this 25 day of November, 2008.

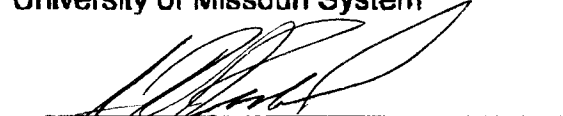
Recommended by:


THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

  
Michael F. Alden, Director  
of Intercollegiate Athletics

  
Brady J. Deaton, Chancellor  
University of Missouri-Columbia

  
Gary D. Forsee  
University of Missouri System

  
Gary R. Pinkel

  
Cheryl Walker, Chair  
Board of Curators  
University of Missouri