

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.

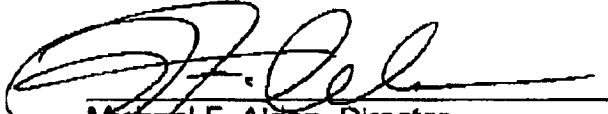
14. Law. This Contract for Employment has been entered into and shall be governed by the laws of the State of Missouri, and is specifically conditioned upon the availability of funds for this purpose.


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

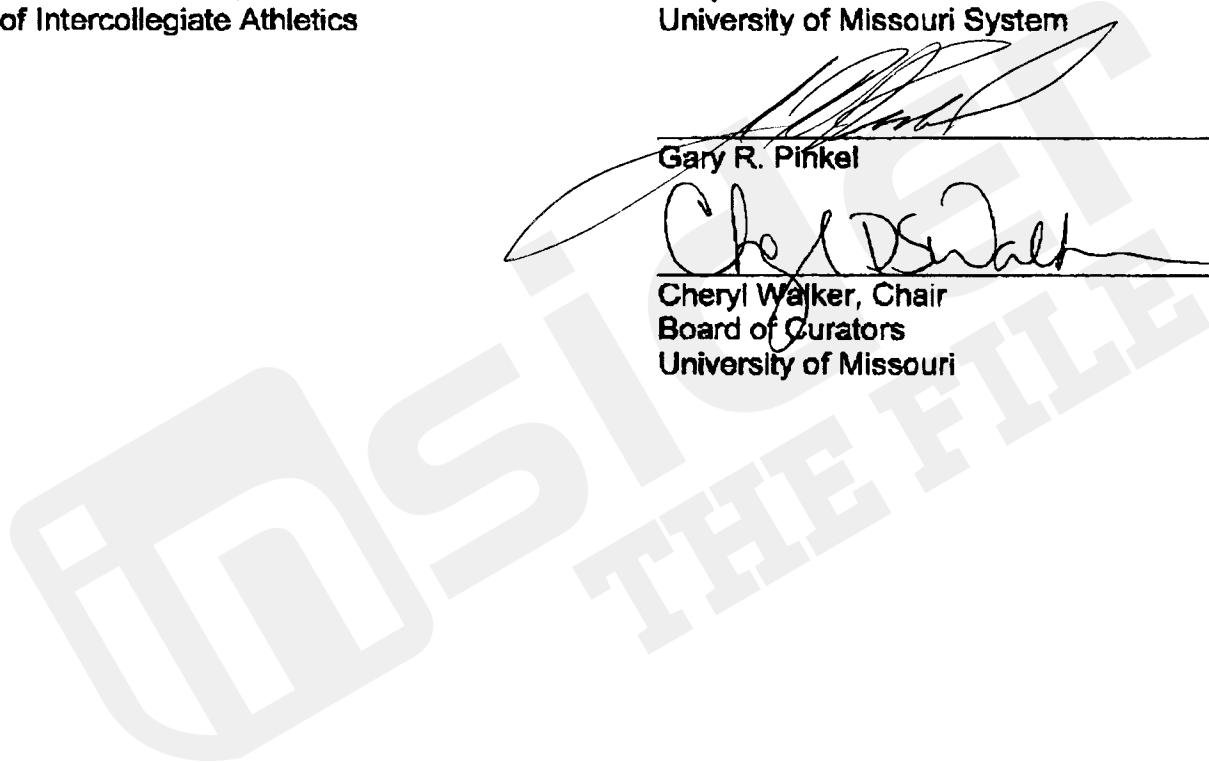

Michael F. Alden, Director
of Intercollegiate Athletics


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



UNIVERSITY OF MISSOURI
Intercollegiate Athletic Department
Outside Athletic Related Income Approval Form
2008-09

This form is for full-time or part-time Intercollegiate Athletics Department employees (excluding secretarial or clerical personnel) to provide a written detailed account annually to the chief executive officer for all athletically related income and benefits from sources outside the institution (see reverse side for details). It is each employee's responsibility to provide this information to the Associate Athletics Director/Compliance for confidential processing of the approval by the Director of Athletics and notification to the Chancellor.

NOTE: You are responsible for contacting the Assistant Athletics Director/Compliance to provide any updates to the income reported below that may occur between the cycles. Remember, the NCAA requires this income information to be provided.

Employee Name (print please): Gary R. Pinkel
 Position Title: Head Football Coach Department/Sport: Football
 Telephone: 573-882-2404 Employment Status: Full Time or Part Time

Source of Compensation	Name of Company/Organization & Detailed Description	Estimated Outside Income for 9/1/08-8/31/09 (Complete/return by 9/20/08)	Actual Outside Income for 9/1/08-8/31/09 (This column is to be completed next year by 8/24/09)
Radio	See Contract		
TV	See Contract		
Endorsements (including, but not limited to shoes, equipment, apparel, etc.)	See Contract		
Speaking Fees or Consulting Fees	See Contract	\$1,000 - \$3,000	
Sports Camps/Clinics	See Contract		
Other : (additional country club membership, additional income from books, films, posters, housing benefits, annuities, etc.)	See Contract		
TOTAL		\$ 1,000 - 3,000	\$

I certify that these figures accurately reflect compensation I expect to or have received outside of my annual salary.

Signature: [Signature] 1st Date: 9/17/08 Signature: _____ 2nd Date: _____
 REVISED 8/30/08