

## FIRST AMENDMENT TO CONTRACT FOR EMPLOYMENT

This First Amendment to Contract for Employment is made and entered into this 21<sup>st</sup> day of September, 2011 between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri (hereinafter "University") and PATRICK IVEY (hereinafter "Employee").

WHEREAS, the parties entered into a Contract for Employment, dated August 20, 2010; and

WHEREAS, the parties now desire to amend said Contract for Employment by changing certain provisions of said Contract.

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 between the parties that the above described Contract for Employment shall be and the same is hereby amended as follows:

FIRST. Amendment to Article I, Section 1.1. The above described Contract for Employment shall be and the same is amended by striking therefrom Article I, Section 1.1, and by substituting in lieu thereof a new Article I, Section 1.1 to read as follows, to-wit:

"The term of this Agreement shall commence on September 1, 2010 and end on August 31, 2016. This Agreement may be amended at any time by mutual agreement of the parties, but no such amendment shall be effective unless made in writing and approved by the Chancellor of the University of Missouri-Columbia (MU)."

SECOND. Amendment to Article III, Section 3.1. The above described Contract for Employment shall be and the same is amended by striking therefrom Section 3.1 of Article III and by substituting in lieu thereof a new Section 3.1 of Article III to read as follows, to-wit:

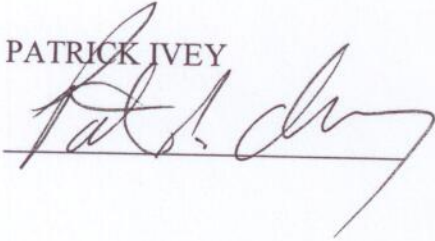
"For the period of September 1, 2011 to August 31, 2012, the University will pay the Employee at the annual rate of One Hundred Seventy-One Thousand Dollars (\$171,000.00). The salary for the Head Strength Coach shall be subject to review on or before June 30, 2012 for the year of September 1, 2012 through August 31, 2013, and each subsequent year under this Agreement shall be subject to annual review on or before June 30 for the then current year or any portion thereof by the Director of Intercollegiate Athletics and subject to approval by the Chancellor in accordance with University policies."

THIRD. Remaining Terms and Conditions. The Contract for Employment dated August 20, 2010 shall continue in full force and effect, as amended hereby. The terms, conditions and provisions of said Contract for Employment, which are not amended by this First Amendment to

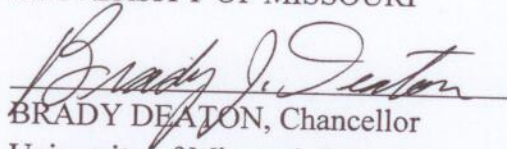
Contract for Employment, shall continue in full force and effect throughout the remaining term of the Contract as written.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this First Amendment to Contract for Employment as of the date first above written.

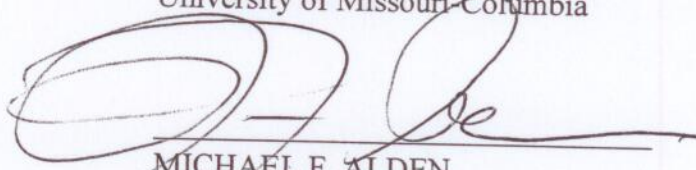
PATRICK IVEY



THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

  
BRADY DEATON, Chancellor  
University of Missouri-Columbia

1/21/11

  
MICHAEL F. ALDEN  
Director of Intercollegiate Athletics,  
University of Missouri-Columbia

## CONTRACT FOR EMPLOYMENT

This Contract for Employment ("Agreement") is made as of this 20<sup>th</sup> day of August, 2010, between The Curators of the University of Missouri (hereinafter the "University") and Patrick Ivey (hereinafter the "Employee").

### ARTICLE I – TERM

1.1 The term of this Agreement shall commence on September 1, 2010 and end on August 31, 2015. This Agreement may be amended at any time by mutual agreement of the parties, but no such amendment shall be effective unless made in writing and approved by the Chancellor of the University of Missouri-Columbia (MU).

### ARTICLE II – DUTIES

2.1 The Employee is hereby employed by the University as Head Strength Coach. During the term of this Agreement, the Employee shall be a full-time employee of the University, and the University shall have full and absolute control of all employment services rendered by the Employee.

2.2 During the term of this Agreement the Employee is responsible for supervising, planning and coordinating the strength program at MU. The Employee shall conduct the strength program under the established policies and procedures of the University. He shall comply 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 comply with the applicable rules and regulations of the Big Twelve Conference or such other athletic conference in which the University is a member ("Conference") and the National Collegiate Athletic Association (NCAA). He shall make all reasonable efforts to ensure that others assisting in the conduct of the strength program comply with the applicable rules and regulations of the Conference and the NCAA.

2.3 At the request of the Director of Intercollegiate Athletics at MU and/or the Director of the Tiger Scholarship Fund, Employee will make appearances/speeches at Tiger Scholarship Fund fundraising socials or events which Employee believes to be appropriate. Further, he shall make all reasonable efforts to promote and encourage sportsmanship in his assistants and players and fans in attendance at intercollegiate contests.

2.4 The Employee may, upon prior written approval of the Athletic Director and the Chancellor, accept and agree to accept payments for services from persons other than the University which are permissible under the rules and regulations of the University, the NCAA and the Conference. The Employee agrees to report annually (in writing) to the Director of Intercollegiate Athletics and the Chancellor at MU and no later

than September 1 of each year, all athletically-related income and benefits from sources outside the University. Such sources may include but are not limited to sport camps and television and radio programs; provided, however, that such sources shall not include endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, distributors, retailers or sellers if a deal inclusive of the strength and conditioning is negotiated by the University with such a manufacturer, distributor, retailer or seller of athletics shoes, apparel or equipment.

### ARTICLE III – COMPENSATION

3.1 For the period September 1, 2010 to August 31, 2011, the University shall pay the Employee at the annual rate of One Hundred Fifty One Thousand and 00/100 Dollars (\$151,000.00). The salary for the Head Strength Coach shall be subject to review on June 30, 2011 for the year of September 1, 2011 through August 31, 2012, and each subsequent year under this Agreement shall be subject to annual review on June 30 for the then current year or any portion thereof by the Director of Intercollegiate Athletics and approval by the Chancellor in accordance with University policies.

3.2 The Employee shall be entitled to the standard University fringe benefits available to other full-time employees of the University, including retirement benefits and group medical, dental, life and disability insurance benefits.

3.3 The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of his duties under this Agreement. Such reimbursement shall be made in accordance with the standard procedures of the University.

3.4 The University agrees to provide Employee with four football season tickets and two men's and women's basketball season tickets per year during the term of this Agreement.

3.5 One courtesy car provided to the Athletic Department by car dealers will be made available for Employee's use. It is further agreed the University shall provide reimbursement for University-related travel as outlined in the provisions of Paragraph 3.3.

3.6 The University agrees to pay to Employee extra compensation in an amount equal to one month's salary in any year under this Agreement in which the football team participates in a tier 3 or tier 2 bowl game and in an amount equal to two month's salary in any year under this Agreement in which the football team participates in a tier 1 bowl game.

3.7 It is agreed that the Employee has the right to engage in additional employment and consulting activities beyond his duties hereunder so long as said activities are consistent with the terms and conditions of this Agreement, particularly

Paragraphs 2.4, 3.8, and 3.9 hereof, and neither conflict with the efficient conduct of the strength program or Employee's duties hereunder, and not violate current policies, rules and regulations pertaining to the consulting and use of the University in advertising.

3.8 The University and the Employee agree that upon prior written approval by the Athletic Director and the Chancellor, the Employee may undertake commercial endorsement of products and services in which he identifies himself as the Head Strength Coach of the University; provided, however, that such commercial endorsements do not include manufacturers, distributors, retailers or sellers of athletic shoes, apparel or equipment in the event the University negotiates a deal inclusive of the strength and conditioning program with such a manufacturer, distributor, retailer or seller of athletic shoes, apparel or equipment.

3.9 The Employee shall be entitled to deliver, make and grant public speeches, public appearances, and media interviews and to produce, write and release films, videotapes, books and magazine and newspaper articles, or columns in connections with his position as Head Strength Coach.

#### ARTICLE IV – TERMINATION

4.1 So long as more than 12 months remain of the term of the Agreement, or any extension thereof, the Employee agrees that he will not actively seek, negotiate for, or accept other full-time employment of any nature without the prior permission of the Director of Intercollegiate Athletics or the Chancellor of MU, including, but not limited to employment as a strength coach at any institution of higher education in the United States or for any team participating in any professional league or conference in the United States or Canada.

4.2 The Agreement shall terminate automatically if the Employee dies, and MU may terminate this Agreement if the Employee becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents the Employee from performing his duties under this Agreement for a period of 12 consecutive months.

4.3 If there is any flagrant and major violation on the part of the Employee to comply with Conference, NCAA and University rules in his conduct of the strength program which affects the integrity of the University, the University may terminate this Agreement and be free of financial commitment when that failure has 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. This provision shall in no way affect Employee's right to file suit in any civil court of competent jurisdiction.

4.4 If the University terminates this Agreement contrary to the terms hereof, it shall pay the Employee in an amount equal to the Employee's most recent annual salary 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 this Agreement or any extension thereof; provided, however, that any amounts received by the Employee from other employment as a strength coach of a comparable NCAA Division I sports program or professional league or conference in the United States or Canada, for services rendered 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 under this Agreement if it terminates this Agreement contrary to the terms hereof, except the payment of the liquidated damages as provided herein, any pension or retirement benefits in place at the time of termination of this Agreement, and any other entitlement required by law. If Employee terminates this Agreement contrary to terms hereof (e.g., accepting employment as a collegiate strength coach without securing permission as and when prescribed by Paragraph 4.1), he shall pay the University liquidated damages in an aggregate amount equal to the Employees most recent annual salary 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 this Agreement; provided, however, that if Employee does not engage in any activity involving the performance of duties as a strength coach on the collegiate or professional levels, either on a paid or voluntary basis, he will not have to pay liquidated damages to the University as provided in this paragraph.

#### ARTICLE V – MISCELLANEOUS

5.1 It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the laws of the State of Missouri shall govern the validity, performance, and enforcement of this Agreement. The signatories to the Agreement represent that they have full authority to enter into this Agreement in behalf of the respective parties.

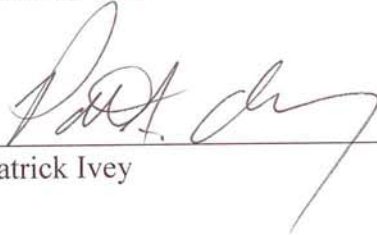
5.2 The University, Employee and his assistants are obligated under the terms of the Agreement to comply fully with any investigation by the University, the Big XII Conference or the NCAA.

5.3 The University, Employee and his assistants 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 his assistants acknowledge that student athletes are subject to all policies, rules and regulations governing all students of the University and that the University, Employee and his assistants should make all reasonable efforts to create an environment in which student-athletes respect such rules and regulations.

5.4 This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this Agreement as of the date first above written.

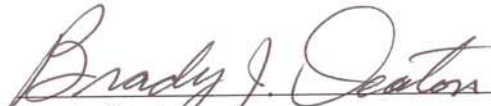
EMPLOYEE



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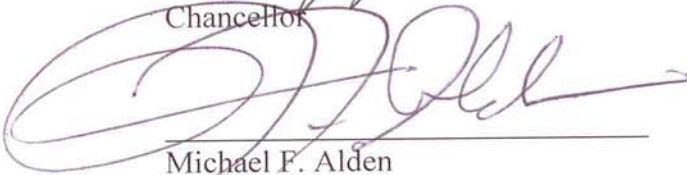
Patrick Ivey

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI



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Brady Deaton  
Chancellor



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Michael F. Alden